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THE
RELATIONS OF LANDLORD
AND TENANT

IN ENGLAND AND SCOTLAND.

BY

WILLIAM E. BEAR.



CASSELL PETTER & GALPIN:

LONDON, PARIS & NEW YORK.

1876.



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“Notwithstanding the introduction of private property amongst the citizens, the nation has still a right to take the most effectual measures to cause the aggregate soil of the country to produce the greatest and most advantageous revenue possible.”—*Vattel*.

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P R E F A C E.



THE Committee of the COBDEN CLUB publishes the following Essay on the "Relations of Landlord and Tenant" as an able statement of them from the tenant-right point of view. But the Committee does not therefore pledge itself to the opinions of the Author, especially on the policy of legislative interference with freedom of contract, and on the proper measure of compensation for tenants' improvements—a point on which Mr. Bear is at variance not only with those who condemn all legislative interference with freedom of contract, but also with a considerable section of those who advocate such interference, up to a certain point, in the interest of agriculture. While the Committee abstains from pronouncing a judgment on these subjects, it is desirous of giving every opportunity for a full and fair discussion of these, as well as other, important questions involved in the "relations of landlord and tenant." It is to be understood that Mr. Bear alone is responsible for the accuracy of historical and other facts stated in this Essay.

J. W. PROBYN.

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I.—RETROSPECTIVE.

THE history of land tenancy has yet to be written, nothing beyond the briefest outline having been hitherto attempted. To perform the task efficiently an immense amount of research would be necessary; for there are few subjects of equally common interest more obscure than the relations of landlord and tenant in ancient times. No historian professes to give with any approach to exactness the dates and the causes of the various transition stages through which the occupancy of land has passed from the time when a tenant first existed down to the present day. Possibly no one will ever be able to do this satisfactorily; but archæological research is continually bringing fresh information to bear upon the subject either directly or incidentally, and some historian of the future may find ample materials ready to hand. In the meantime it must be confessed that historical writers have not made the best use of the information which is at present available, though scattered over a large number of old books, manuscripts, and Acts of Parliament. This is partly, perhaps, because a large proportion of the more detailed evidence that might be

collected is only to be interpreted by implication, and few writers have at once the thorough scholarship and the intimate knowledge of agriculture which are necessary qualifications in the interpreter. All that can be attempted in the present essay is a rough outline of such of the chief incidents in the history of the farm tenant as can be collected from the works of some of the writers who have thrown most light upon the subject.

Although the origin of land tenancy is obscure, nothing is easier than to construct theories about it; and many, accordingly, have been constructed. The researches of Sir Henry Maine and Professor Nasse have shown that in many countries, at least, the most ancient form of landholding was communistic. Strangely enough, England was for a long time thought to be an exception; but it is now very generally admitted that the modern Manor is a survival of the ancient Mark, and that our commons are relics of village communities. From communism to feudalism is a wide step, or rather series of steps, and the process is wrapt in obscurity. Feudalism did not come to its complete development until after the Norman Conquest, but as early as the time of Alfred the Great the system of fiefs had attained such ascendancy that every man but the king was supposed to have his lord. The frequent wars which had ravaged the country had probably been the principal means of the degradation of the old freemen into various degrees of servitude. Mr. Green, in his "Short History of the English People," traces the rise of the modern farmer-class to the twelfth century. He says:—"The first disturbance of the system of tenure which we have described (the feudal system) sprang from the introduction of leases. The lord of the manor, instead of cultivating the demesne through his own bailiff, often found it more convenient and profitable to let the manor to a tenant at a given rent, payable either in money or in kind. Thus we find the Manor of Sandon leased by the Chapter of St. Paul's, at a very early period, on a

rent which comprised the payment of grain both for bread and ale, of alms to be distributed at the cathedral door, of wood to be used in its bakehouse and brewery, and of money to be spent in wages. It is to this system of leasing, or rather to the usual term for the rent it entailed ('feorm,' from Latin *firma*), that we owe the words 'farm' and 'farmer,' the growing use of which from the twelfth century marks the first step in the rural revolution which we are examining. It was a revolution which made little direct change in the manorial system; but its indirect effect in breaking the tie on which the feudal organisation of the manor rested, that of the tenant's personal dependence on his lord, and in affording an opportunity by which the wealthier among the tenantry could rise to a position of apparent equality with their own masters, was one of the highest importance."* If the change began as early as the twelfth century, its progress was very slow, for servitude still existed in the latter part of the fifteenth century.

The advantages which the tenants gained by their enfranchisement and by having free scope to cultivate their farms for their own benefit, was regarded with jealousy by the landlords, and it is not long before we find the latter placing restrictions upon the inducement to improve the land. Mr. C. Wren Hoskyns, in his "Tenure of Land in England," observes:—"By the statute of Gloucester (6 Edw. I.) the maxim was established, *Quicquid plantator solo, solo cedit*, which took away all claim of the tenant over every addition he had annexed to or incorporated with the land the moment that his interest, whether yearly or by lease, expired. Under the mis-applied name of 'waste,' he was even forbidden to erect any building upon land where there was none before, or to convert one kind of edifice into another, even of improved value to the estate. Exceptions were soon made after the

* *Short History of the English People*, p. 239.

passing of the statute in favour of Trade; and Lord Holt is reported to have said that trade fixtures were even recoverable by common law. But the statute has always operated with full severity against the tenant in agriculture, whose property is thus confiscated in any engine or machine annexed to the soil, though for the express purposes of the farm, and without which it could not be profitably occupied. It would be difficult to conceive a law more injurious to the very party in whose favour it was made; and probably there is none in the whole range of land legislation by which the proprietor has suffered more loss than by this. The temptation to outlay upon land by the occupier, even under short leases, is always disproportionately great—far beyond what the tenure seems to justify; and, generally speaking, no one knows so well as himself what is required. A law the very opposite to that above referred to, and encouraging a regular system of valuation for addition and improvement by the tenant, would be the most salutary for the interests of all parties, and would have added millions sterling to the landed wealth of the country. It would hardly be too much to say of this law that it has lain like a cankerworm at the root of the whole question of landlord and tenant, wherever that question indicates adverse instead of united interests. It is obvious almost to a truism that, next to the occupation of the owner himself, the occupation that most resembles ownership must, by the imperative laws equally of the soil and of human instinct, be the most profitable to both parties by the *uninterrupted* progress of improvement and addition to the land. The expense of keeping up a high state of cultivation is small, compared with that of *restoring* it; and the national loss is almost incalculable which the ‘beggaring out’ of farms has occasioned under the influence of the motives brought into action by this law.”*

* *Systems of Land Tenure: Cobden Club Essays.* 1st Ed., pp. 120, 121.

I need add nothing to remarks so admirably expressed upon this pernicious law, which still remains in force, although somewhat modified by subsequent legislation, and I have quoted at length because there is no question existing between landlord and tenant of half the importance possessed by that to which the quotation refers.

In the Introduction to "the Domesday Book of St. Paul's," a book which throws much light upon the early relations of landlord and tenant, the state of transition is thus referred to:—"The cessation of *prædial* service was the result not of one, but of several causes. The exact period of its extinction may not be discoverable, and probably remnants of the system existed at a comparatively late period in particular localities; but if the same course of events took place in other manors which took place in the manor of Castle Combe, the commutation of services into rent was effected prior to 1450, the Court Rolls of that manor of the latter period describing all the tenants as payers of rent, and making no mention of the personal labour which in 1340 had been due." But probably servitude survived much longer upon the estates of private proprietors than upon those of corporate bodies, the latter having been the first to avail themselves of a system of commutation which for them was an obvious convenience. According to Sir H. Maine, the exigencies of corporate properties similarly hastened the enfranchisement of tenants amongst the Romans. The passage in which he explains this has no direct bearing upon my subject, but it is interesting as showing the same causes of development operating upon the system of land tenure in the Roman territories as afterwards came into force in this country. He says:—"The first mention in Roman History of estates larger than could be farmed by a *Paterfamilias*, with his household of sons and slaves, occurs when we come to the holdings of the Roman patricians. These great proprietors appear to have had no idea of any system of farming by free

tenants. Their *latifundia* seem to have been universally cultivated by slave gangs, under bailiffs who were themselves slaves or freed men; and the only organization appears to have consisted in dividing the inferior slaves into small bodies, and making them the *peculium* of a better and trustier sort, who thus acquired a kind of interest in their labour. This system was, however, especially disadvantageous to one class of estate proprietors, the Municipalities. Accordingly, we are told that, with the Municipalities began the practice of letting out *agri vectigules*, that is, of leasing land for a perpetuity to a free tenant, at a fixed rent, and under certain conditions. The plan was afterwards extensively imitated by individual proprietors, and the tenant, whose relations to the owner had originally been determined by his contract, was subsequently recognised by the Prætor as having himself a qualified proprietorship, which, in time, became known as Emphyteusis.”* Unfortunately for British tenants, the transition was much less advantageously carried on here, possibly because it took place under widely different circumstances.

British tenants, however, very generally obtained leases when they emerged from the modified servitude which they had been under. Ultimately a large number of the villains merged into copyholders, but it was long before they were fully secured in their ownership, and freed from the degrading services and the gross wrongs to which they were subject. Dr. Sigerson† notices the fact that in 1381 lords in England had power to sell their serfs, with their families, and that by Act I. Ed. VI. c. 3, it was ordered that all idle vagrants should be seized and made slaves. He also refers to rights, which cannot be plainly described, possessed by lords over the wives and daughters of their tenants, and quotes from Arthur Young to prove that even in the year 1776 “landlords of consequence” in Ireland were not ashamed to boast

* Maine's *Ancient Law*, p. 299. † *History of Irish Land Tenures*, p. 244

of having exercised their abominable privileges. Also that a quarter of a century later than the year of Young's tour, M'Evoy found in some leases stipulations "too shameful to mention." Many earlier writers have noticed this abomination of feudalism at greater length.

It is curious to observe that fixity of tenure, the demand for which in Ireland is considered to be revolutionary, and which is never asked for in England or Scotland, was the ordinary tenure of the middle ages: only the fixity of tenure of feudal times was double-edged—the land was fixed to the tenant, and the tenant to the land. It was natural, therefore, that when tenants entered into contracts for the payment of money in lieu of services and commodities, they should take their farms for a term of years. The change appears to have taken place in Scotland as early as in England. "Leases of the 13th century still remain," says Mr. Wilson in his "British Farming," "and both the laws and chartularies, clearly prove the existence in Scotland of a class of cultivators distinct from the *serfs* or bondmen." According to Mr. Green, at the close of the reign of Edward III. (1377) "the lord of a manor had been reduced over a large part of England to the position of a modern landlord, receiving a rental in money from his tenants, and dependent for the cultivation of his own demesne on hired labour; while the wealthier of the tenants themselves often took the demesne on lease as its farmers, and thus created a new class intermediate between the larger proprietors and the customary tenants."* The change, however, must have been far from complete; for, according to Hume, laws for enforcing the servitude of tenants were enacted as late as the reign of Henry VII. Nor is it at all to be wondered at that the change should have been a slow one. The position of the villain, or "free tenant," was by no means an intolerable

* *Short History of the English People*, p. 240.

one. He was not free in the true sense of the word ; but he was far advanced beyond the state of the original serf. In effect he was a peasant proprietor owing certain duties and perquisites to the lord of the manor, and these had come to be by no means unendurable. If he was bound to the soil, his bondage was in most cases one of toleration, since those who chose to seek the protection of the towns, or that of the Church, were rarely recovered ; and, on the other hand, his farm was his for life. He had derived his comparative freedom, and his immunities, by slow degrees, of the progress of which we have no record. The tenants of manors were generally divided into *Liberi Tenentes*, *Villani*, and *Cotarii*. If the most servile class had saved money they could buy their freedom, and the waste of warfare, together with the growing luxury of the upper classes, increased the facilities for emancipation. To quote Mr. Green again :—"The luxury of the time, the splendour and pomp of chivalry, the cost of incessant campaigns, drained the purses of knight and baron, and the sale of freedom to the serf or exemption from services to the villain afforded an easy and tempting mode of refilling them."*

But probably the scarcity of labour occasioned by the terrible ravages of the Black Death in 1348 tended more than any other cause to alter the relations of landlord and tenant. More than half the population of England are said to have perished in this terrible visitation, and the minor tenants found it impossible to perform their customary services. The scarcity of labour was also most injurious to the new lease-holders, who were unable to cultivate their land properly, and consequently incapacitated for the payment of the rents agreed upon. An unwise attempt was made to meet the difficulties created by the independence which the incidence of supply and demand had for the first time in the

* *Short History of the English People*, p. 240.

history of the country conferred upon the free labourers. In 1349 the iniquitous Statute of Labourers was passed, by which every man or woman, bond or free, able in body, and having no land of his or her own sufficient for maintenance, was bound, unless already in servitude, to serve the employer who required him or her, at the wages current two years before the Black Death began. This Act proved to be almost a dead letter, and in 1350 another, similar in its restrictions, was passed. In 1381 came the Peasants' Revolt, under Jack Straw, John Ball, and Wat Tyler. The peasants demanded their freedom, the reduction of the rent of land to fourpence per acre, and the right of buying and selling in markets and fairs. Richard II. was obliged to promise them their freedom, and the freedom of their lands. But Wat Tyler was killed; the revolt was suppressed; and the land-owners refused to allow the King's promise to be fulfilled.

In spite of the Statute of Labourers, and subsequent efforts of the land-owners to prevent children of peasants from being educated for the church or apprenticed in towns, the scarcity of labour gave labourers the command of the market. Then the landowners took a more effective course, by massing their small tillage farms into large sheep farms. This greatly diminished the demand for labour; so much so that the "sturdy beggars" multiplied to the danger of the public.

In Cade's Revolt, 1450, yeomen and tradesmen formed the bulk of the insurgents; but the "Complaint of the Commons of Kent" then laid before the Royal Council shows that social discontent had to a great extent subsided. Mr. Green says:—"The question of villainage and serfage, which had roused Kent to its desperate struggle in 1381, finds no place in its 'complaint' of 1450. In the seventy years which had intervened, villainage had died naturally away before the progress of social change."* The only social demand

* *Short History of the English People*, p. 275.

was for the repeal of the Statute of Labourers: the other complaints were political.

In the previous year an Act had been passed to secure a leaseholder against being turned out by a purchaser before his term was expired. It proved to be ineffective, and had to be supplemented by a more stringent Act. It was not till twenty years later that the tenant was protected from having his property carried off to pay for his landlord's debts.

Henry VII., anxious to decrease the power of the nobles, rigidly enforced the laws previously passed against retainers. The nobles had then no interest in maintaining a large number of small holdings, each supplying its quota of armed men to their retinue. They consequently cleared their lands, pulled down buildings, and added farm to farm. A great deal of land went out of tillage, the increasing value of wool rendering sheep-farming more profitable. Vagrancy increased fearfully, and the King was alarmed at the result of his own policy. He consequently passed an Act compelling owners to keep up buildings on every farm that within the previous three years had contained twenty acres or more. In default, the land was to be seized by the King, who would take half the profits till houses and farms were restored. This enactment did much to check the evil complained of; but the aggregation of farms still continued, and statute after statute was passed in a vain endeavour to put an end to it. Owing to the increased cost of labour, tillage paid badly, and nothing could prevent farmers from turning their attention to sheep-farming. Even the rearing of cattle was neglected—so much so that in the 21st year of Henry VIII. an Act was passed to enforce the rearing of all calves for a period of three years, under a penalty of six shillings and eightpence (about £3 of our currency). The number of sheep allowed to be kept was also limited. The eviction of the small tenants appears to have been conducted with great hardship. More says that

they were got rid of either by fraud or force, or tired out with repeated wrongs into parting with their property. Latimer complains that so many "farming gentlemen and clerking knights" had taken to farming, that rents had risen from 100 to 400 per cent. The aggregation of farms gave rise to great distress, and led to crime; and these evils were not greatly assuaged till the woollen manufacture was introduced, more than a century later.*

Although leases had by this time become general, they were not sufficient to protect tenants against disturbance by reversioners. To remedy the injustice that frequently arose from this imperfect state of the law, an important Act, which still remains in force, was passed, the 32nd Henry VIII., ch. 28 (1540).

The preamble and principal clause are worth quoting : — "Whereas great number of the King's Subjects have heretofore taken Leases of Lands, Tenements, and other Hereditaments for Terms of Years, and divers of them for Terms of Lives, and have given and paid great fines and great Sums for the same, and also have been at great costs and charges as well in and about great Reparations and Buildings upon their said Fermes, as otherwise concerning their said Fermes; (2) yet notwithstanding the said Fermors after the Deaths or Resignations of the Lessors have been and be daily with great Cruelty expelled and put out of their said Fermes and Takings by the Heirs or Successors of the said Lessors by reason of Privy Gifts of Intail, or for that the Lessors had nothing in the Lands, &c., so letten, at the time of the Leases thereof made, but only in the Right of their Wives, or such other like Cause, to the great impoverishment, and in manner utter undoing of the said Fermors: (3) For Reformation whereof, be it ordained, &c., That all Leases hereafter to be made of any Manors, Lands, Tenements or other Hereditaments by Writing indented

* Green's *History*, pp. 320-1.

under Seal for Term of Years, or for Term of Life, by any Person or Persons being of full Age of twenty one years, having any Estate of inheritance either in Fee-simple or in Fee-tail, in their own Right, or in the Right of their Churches or Wives, or jointly with their Wives, of any Estate in Inheritance made before Coverture or after, shall be good and effectual in the Law against the Lessors, their Wives, Heirs, and Successors, and every of them, according to such Estate as is comprised and specified in every such indenture of Lease in like Manner and Form as the same should have been if the Lessors thereof and every of them, at the time of the making of such Leases had been lawfully seized of the same Lands, &c., comprised in such Indenture, of a good perfect and pure Estate of Fee-simple thereof to their own Uses."

Then follow certain exceptions and conditions, some of which detract somewhat from the value of the Act. The measure, however, marked an important advance in Tenant-Right, and placed leaseholders in a more advantageous position than they had ever before occupied.

In the reigns of Edward VI. and Mary, further laws were enacted in order to enforce a return to tillage and to the keeping of cows and sheep; but it was not until the time of Elizabeth, when the natural growth of wealth and industry throughout the country began to render the cultivation of the land more remunerative than sheep-walks were once more turned into arable fields. Elizabeth, indeed, like so many of her predecessors, thought it necessary to take measures to enforce the restoration of tillage; and, with a view of settling the labourers upon the land, she provided allotments for cottages. In her reign there was a great increase of luxury amongst all classes of the people, with the exception of the lowest, and the improved state of the farm-houses, besides the mode of living of their inmates, showed that farmers had their share of the advantages of the period. To keep

the poor from destitution the noted Poor Laws of that reign were passed, and even the "sturdy beggar" was benefited by being forced to work—in prison if not outside. But the labour market, which had once been so much in favour of the men that previous sovereigns had thought it necessary to protect employers by fixing men to their native parishes, and forcing them to work for lower wages than the natural working of supply and demand would have secured to them, was now in favour of the masters, and Elizabeth protected the labourers by adjusting wages upon a sliding scale in proportion to the price of flour—an arrangement which, though it has long ceased to be compulsory, has survived to the present day in some parts of the country, and was quite general in most of the English counties a few years ago. The laws against the exportation of, or dealing in corn, which had for a long time been in force, must have been a great hindrance to the advancement of agriculture, and disadvantageous to landlord and tenant alike.

There appears to have been a great advance in rents at the time of Charles I. Fresh land was brought into cultivation, and a scheme for reclaiming the Fens was set on foot. Probably the effect of the great Poor Law of the 43rd Elizabeth had been to increase tillage by inducing the labourers to remain on the land; for although gross abuses in course of time crept into the administration of the Act, there can be no doubt that its immediate effects were beneficial.

In the first year of the Commonwealth, Walter Blith, one of the best known of the few English writers on agriculture who lived before the end of the seventeenth century, published "The English Improver Improved, or the Survey of Husbandry Surveyed." The book is chiefly remarkable, as far as my subject is concerned, on account of the fact that the dedication contains a forcible plea for compensation to tenant-farmers for the unexhausted value of their improvements—the first demand of the kind, I believe, made by any English

writer on agriculture. The second edition, from which I quote *verbatim*, appeared in 1653, and was dedicated to "The Right Honorable the Lord Generall Cromwell, and the Right Honorable Lord President, and the rest of that most Honorable Society of the Council of State."

Blith asks for the removal of certain "prejudices" which he says are hindrances to agricultural advancement. "The first Prejudice is," he remarks, "That if a Tenant be at never so great paines or cost for the improvement of his Land, he doth thereby but occasion a greater Rack upon himself, or else invests his Land-Lord into his cost and labour *gratis*, or at best lies at his Land-Lords mercy for requitall, which occasions a great neglect of all good Husbandry, to his own, the Land, the Land-Lord, and the Commonwealths suffering. Now this I humbly conceive may be removed if there were a law inacted, by which every Land-Lord should be obliged, either to give him reasonable allowance for his clear improvements, or else suffer him or his to enjoy it so much longer as till he hath had a proportionable requitall. As in *Flanders* and elsewhere, in hiring leases upon improvement, if the Farmer improve it to such a rate above the present value, the Land-Lord gives either so many years purchase for it, or allows him a part of it, or confirmes more time; of which the Tenant being secured, he would Act Ingenuity with violence as upon his own, and draw forth the Earth to yeeld her utmost fruitfullness, which once being wrought into perfection will easily be maintained and kept up at the height of fruitfullness, which will be the Commonwealths great advantage: Some Tenants have Advanced Land from Twenty to Forty pounds *per an.* and depending upon the Land-Lords favour have been wip't of all, and many Farmers by this uncertainty have been impoverished and left under great disgrace, which might as well have been advanced."

In the "Epistle to the Industrious Reader," Blith

exhorts him to "Study Improvements, which though they may not be said to be either Father or Mother to Plenty, yet it is the Midwife that facilitates the birth."

There is also a dedication to "The Honorable the Souldiery of these Nations of England Scotland and Ireland," in which the writer states that he thinks it not out of place to address them, "Because," he says to them, "you need not fear want of good Employment afterward: This piece will open many doores for that, and I am confident Activity and Ingenuity will much enlarge our Quarters and make this Nation *Rehobeth*, and with good husbandry indeed would maintain hundreds of thousands more than are allready born, and I hope you will learn to hate *Idleness* wholly, and love *Liberty* dearly."

Too great a trust in frequent ploughings merely, and too strong a disposition to take more land than they could do justice to, appear to have been characteristics of the farmers of Blith's day, as of the tenants of the present time, judging from his quaint address to "the Husbandman, Farmer, or Tenant."

Blith thus classes the land:—

- | | | | | | | | |
|----|------------|------|-----|------|------|------|-------|
| 1. | Worst sort | from | 1/- | to | 10/- | per | acre. |
| 2. | Middle | „ | „ | 10/- | „ | 20/- | „ „ „ |
| 3. | Richest | „ | „ | 20/- | „ | 40/- | „ „ „ |

Rents, therefore, considering the value of money at the period referred to, were by no means low.

Blith's plea does not appear to have produced much effect upon the "Lord Generall Cromwell"; for we do not find that the "prejudices to improvement" in agriculture were appreciably diminished in his time. The Protector had more exciting work in hand.

There is no doubt, however, that in some respects the farmers of Blith's day had better security than those of our own. The yearly tenant, probably, had not then been invented. Mr. T. E. Cliffe Leslie says:—"The

tenant-farmers of this country were originally of two descriptions—copyholders, and tenants for a term of years—both of whom rose gradually from a servile status and dependence for their holding on the mere will of the landlord, to a position of great security and independence. The copyholders, who might once be ousted at the will of their lords, gained by successive steps the point at which Sir Edward Coke (who died in 1634) could say: ‘Now copyholders stand upon sure ground; now they weigh not their lords’ displeasure; they shake not at every blast of wind; they eat and drink securely; only having an especial care of the main chance, namely, to perform carefully what their tenure doth enact;—then let lord frown, the copyholder cares not, knowing himself safe.’ The estates of this once numerous order of agricultural tenants have long been passing, like those of the yeomanry, to a different class; and as with the yeomanry, so with the copyholders, ‘*vestigia nulla retrorsum*.’ The other class of tenant-farmers, those who held for years, were originally in the eye of the law the mere husbandmen of the landlord; but their position was improved by successive steps until they gained the remedy of ejectment against both lord and stranger; and a legal writer concludes the history of their gradual ascent: ‘Thus were tenants for years at last placed on the same level with the freeholder as regards the security of their estates.’”*

In the reign of Charles II. landowners were further relieved of their ancient burdens by the abolition of all feudal charges, and a tax on beer was imposed in order to make up the deficiency thus created.

By an Act passed in the reign of William and Mary, the relations of landlord and tenant were materially altered by giving the former power to sell goods distrained for payment of rent, but only where there was a lease, and the tenant had in writing agreed to allow such

* *Land Systems*, p. 168.

distrain. Previously the landlord had only the power to hold what he distrained in order to compel personal services—a great advantage to the tenant, because implements and stock could not be sold, and the tenant had thus time to recover from any temporary reverses. This power was extended to all tenancies by an Act passed in the reign of George II. Mr. Fisher thus remarks upon this extension of the Law of Distress:—“It is an anomaly to find that in the freest country in the world such an arbitrary power is confided to individuals, or that the landlord-creditor has the precedence over all other creditors, and can, by his own act, and without either trial or evidence, issue a warrant that has all the force of a solemn judgment of a court of law; and it certainly appears unjust to seize a crop, the seed for which is due to one man, and the manure to another, and apply it to pay the rent. . . . The effect of this measure was most unfortunate; it encouraged the letting of lands to tenants-at-will or tenants from year to year, who could not, under existing laws, obtain *the franchise* or power to vote. They were not *freemen*, they were little better than serfs. The landlords in Parliament gave themselves, individually by law, all the powers which a tenant gave them by contract, while they had no corresponding liability, and, therefore, it was their interest to refrain from giving leases, and to make their tenantry as dependent upon them as if they were mere serfs. This law was especially unfortunate, and had a positive and very great effect upon the condition of the farming class and upon the nation, and people came to think that landlords could do as they liked with their land, and that tenants must be creeping, humble, and servile.”*

Up to the end of the seventeenth century the agriculture of Scotland appears to have been in a wretched

* Fisher's *History of Landholding*, pp. 76-9.

state, and Mr. Wilson cites authorities to show that very little improvement had been made since the end of the fifteenth century, except that the tenants had become possessed of a little stock of their own, instead of having their farms stocked by their landlords—an exception which speaks volumes as to their previous condition.*

In the time of Anne the enclosure of commons first commenced on an extensive scale, and the rentals of landowners became thereby greatly augmented. If due regard had been paid to the rights of the poorer commoners, this work would have been beneficial, as it greatly increased the demand for labour and the supply of food. Notably in Lincolnshire, some of the best farmed and most productive land now under cultivation was at the period referred to a barren waste, for the most part covered with water, or liable to be flooded on the occasion of a heavy rainfall. All promoters of agricultural improvement from the time of Fitzherbert, Tusser, and Blith, to those of Arthur Young and Pusey, were advocates of enclosure, and it has only been the flagrant abuses which were permitted that have since brought discredit upon the system. In our own day the enclosure of waste land for purposes of cultivation is a question of much smaller importance, additional spaces for people's parks and recreation grounds being more required than an increased acreage for corn growing.

In reference to the produce of farming and its division in the early part of the eighteenth century, Mortimer, who wrote in 1706, says: "They commonly allow a Farm to make three Rents, one for the Landlord, one for Charges, and one for the Tenant to live on; but 'tis but few Farms that will constantly afford that increase or be maintained for that charge."† Tusser's estimate differs

* Wilson's *British Farming*, pp. 45-6.

† Mortimer's *Husbandry*, Vol i., p. 391.

considerably from this, giving a much smaller proportion for rent, and a larger share for the tenant. He divides the returns of land into ten shares :—

- “ 1. One part cast forth for Rent due out of hand,
2. One other part for Seed to sow thy Land,
3. Another part leave Parson for his Tythe,
4. Another part for Harvest, Sickle, and Scythe.
5. One part for Plow-wright, Cart-wright, Knacker, and Smith ;
6. One part to uphold thy Teams that draw therewith.
7. Another part for Servants, and workmen's wages lay.
8. One part likewise for fill-Belly day by day :
9. One part likewise for needful things doth crave,
10. Thyself and thy children the last part should have.”

Perhaps Tusser did not intend it to be understood that all his parts were equal, and of course so precise a division could not have been generally applicable. It is to be observed, however, that his estimate differs chiefly from that current in Mortimer's time in the smaller proportion allowed for rent, and the difference is probably not more than actually prevailed between the two periods. If Mortimer included tithe in the third share which he allotted for rent, we have one-third of the returns of a farm for rent in 1706, against one-fifth in 1562. No less than five, or one-half, of Tusser's parts are apportioned under different headings to working expenses, and Mortimer estimates that on any but the best of farms one-third is not enough ; for he remarks, “ If you take a Farm of £100 per An. if the Land is worth 20s. an Acre, £100 may defray the Charges for it ; but if the Land of a Farm of £100 a Year is worth but 10s. an Acre, you must allow £120 or £130 per An. for Charges.”

The rapid increase of wealth and population that took place within the next hundred years gave an impetus to agricultural development, and these influences, together with the wars of the latter part of the century, greatly enhanced the value of land. The prices of farm

produce advanced to a great extent, and an improved system of cropping became prevalent. Better machinery and implements also came into use. In the reign of George III. no less than 3446 enclosure Acts were passed, by which 3,500,000 acres of land were brought into better cultivation. Small freeholders sold their land and hired large farms, in order that they might get higher interest on their capital. Long leases were generally granted, but no alterations in the relations of landlords and tenants worthy of record took place. The gradual extinction of the small freeholders is in many respects a subject for regret. To no other class have we so much reason to be grateful for the rights and liberties which we enjoy, and throughout our history they occupy an honourable position from their sturdy independence and for the courage with which they maintained it. In the last quarter of the seventeenth century, according to Macaulay, they exceeded in number the tenant-farmers of the country: by the middle of the nineteenth they had almost disappeared except in a few counties. If the commercial system, which led to the change, had been fairly applied to the relations of landlords and tenants, there would be less to regret. If the value of their improvements were secured to tenants, their inducement to improve, and their independence, would be almost as great as if the land were their own, whilst the facilities afforded for improvement under the large farm system in these days of steam machinery must be admitted to be greater than they could have been under one of small proprietorships. Unfortunately no such security was given, and the independent freeholder sank into the subservient tenant.

Adam Smith, who wrote his *Wealth of Nations* in 1776, has a great deal to say upon this point. Small freeholders still existed in considerable numbers in his time, but they were then threatened with extinction, and Smith regretted this, partly because of the political subserviency which would result. Mr. T. E. Cliffe Leslie,

remarking upon this subject, says :—" The disappearance of the yeoman land-holders evidently renders it of great importance that the next agricultural order, that of the tenant-farmers, should possess such security for improvement and such political independence as should both enable them to fill to some extent the place in society and in the constitution of the disappearing grade above, and also furnish them with some substitute for their ancient prospect of acquiring land of their own."* No such security was given, and the result was what Adam Smith feared, and Sydney Smith satirised. The latter may have exaggerated to some extent the political serfdom of the farmers of his day ; but, judging from the present representation of our county constituencies, and particularly from the results of some recent elections, it seems that his strictures are to a great extent applicable even now. Fortunately Adam Smith's fear that the extension of the franchise to the leaseholders of Scotland, who, when he wrote, had no votes, would lead to the discontinuance of leases, was not realized. In England, however, the desire of landowners to drive their tenants like sheep to the polls did operate in the way referred to. The great economist also refers with disapproval to the vexatious restrictions common in the leases of his time, and very little relaxed in our own. " Some leases," he says, " prescribe to the tenant a certain mode of cultivation, and a certain succession of crops during the whole continuance of the lease. This condition, which is generally the effect of the landlord's conceit of his own superior knowledge (a conceit in most cases very ill-founded), ought always to be considered as an additional rent, as a rent in service instead of a rent in money." These restrictions were not all unnecessary, but they were generally, as they still are, so numerous and interfering that, by hampering the hands of the tenant, they defeated their own object of keeping up the

* *Land Systems*, p. 168.

fertility of the soil, and thus hindered enterprise and improvement. On many estates old forms of leases have been handed down from one generation to another, although they contain conditions which no tenant thinks of fulfilling, and no landlord desires to enforce. In some instances the restrictions, copied by lawyers who do not understand their effect, have become so mixed as to be perfectly inconsistent with each other. Landlord and tenant sign them under a vague idea that they express, in legal phraseology, the ordinary conditions of letting current in the neighbourhood, and each acts as if they did not exist. It is, however, the restrictions which are understood, and which have to be observed, which do the mischief.

During a great part of the fifty years of Arthur Young's public life, from 1770 to 1820, the agriculture of this country probably made more rapid strides than ever before or since, but—perhaps for this very reason—the relations of landlords and tenants remained essentially unchanged. Young, himself, although he never made farming on his own account pay, took no mean part in the promotion of agricultural improvement. A more enthusiastic devotee of agriculture, a keener observer, and a more indefatigable recorder of all that was worthy of note in connection with his favourite pursuit, never lived. But Young could have done little if the circumstances of the times had not favoured the interests which he desired to promote. The great increase in the population and commerce of the country and the wars which almost continuously raged, greatly increased the capital of the farmers and the rents of the landlords. In 1784 Young estimated the income from land in England and Wales at £63,000,000.* Twenty-two years after his death, that is, in 1842, the amount was £85,802,734.† But it was in Scotland that the advance of agriculture

* *Annals of Agriculture*, Vol. I., p. 40.

† *Financial Reform Almanack for 1876*, p. 41.

was the greatest, owing chiefly to the encouragement to investment afforded by the long leases which prevailed in that country. Until nearly the end of the eighteenth century the farming of Scotland had been generally in a more backward state than that of England; but before the end of the second decade of the nineteenth century these comparative positions were reversed. Mr. Wilson enumerates leases, the superior education given in the Scotch parish schools, the high prices of produce, and the unlimited issues of Government paper money which induced the bankers to make the most liberal advances to landlords and tenants for purposes of improvement, as the principal causes of the great advance which was made between 1795 and 1815. To show how great that advance was, he says: "As one proof of the astonishing progress of Scottish husbandry during this period, we may mention that the rental of land which in 1795 amounted to £2,000,000, had in 1815 risen to £5,278,685, or considerably more than doubled in twenty years."* In both countries the high prices which on an average prevailed at this time did much to bring additional land into cultivation and to add to the resources of both landlords and tenants. High prices in themselves do not always tend to promote the improvement of land already in cultivation. Sometimes, on the contrary, they have the effect of rendering farmers satisfied with the small crops raised by indolent husbandry, and landlords content with the high rents obtained without expenditure on improvements. But by increasing the capital of both landlord and tenant, the high prices of a series of years enable both to take measures to derive a greater produce from the land in times of depression, when it is necessary to make the utmost exertions in order to keep up their income.

Farming in Young's time was a much more speculative business than it is now. His *Annals* record the

* *British Farming*, p. 66.

most extraordinary fluctuations in prices, especially in the price of wheat. Thus, in 1784 wheat was selling at 40s. 4d. per quarter, and the price continued low till 1792, when a rise commenced on account of a succession of bad crops, which began in 1791. In the spring of 1795 the price of wheat was 75s. ; in December of the same year it was 112s. ; in 1796 there had been a fall to 62s. 4d. ; and in 1798 to 50s. In October, 1800, we find it had risen to the great price of 127s. 8d. (London average) ; in February, 1801, it advanced as high as 164s. in country markets ; and in October of the latter year it had dropped to 78s.—that is, to less than half its value nine months before. The present, or rather the recent price of meat is commonly thought to have been unprecedented ; but in 1802 the best meat was selling at 1s. 3d. per lb.

Rents also appear to have fluctuated considerably ; for according to some of the County Reports prepared for the Board of Agriculture they were much higher in 1795 than at* present, or than they had been previously. In the Report for the county of Somersetshire the rents for the years 1755 and 1795 respectively are thus compared :—

RENTS IN SOMERSET.

Quality of land.			Price per acre in 1755.				Price per acre in 1795.			
			£	s.	d.		£	s.	d.	
I	-	-	I	5	0	-	-	3	10	0
2	-	-	I	2	6	-	-	3	5	0
3	-	-	I	0	0	-	-	3	0	0
4	-	-		17	6	-	-	2	15	0
5	-	-		15	0	-	-	2	10	0
6	-	-		12	6	-	-	2	5	0
7	-	-		10	6	-	-	2	0	0
8	-	-		5	0	-	-	I	15	0
9	-	-		2	6	-	-		10	0

* Higher, at least, in proportion to the value of money.

Rents probably continued high until shortly before 1816, when an agricultural panic occurred.

Although it does not belong to my subject, I may here notice with regret that the prosperity of the labourers during the period referred to by no means kept pace with that of the other agricultural classes. On the contrary, it rather retrograded. Young's *Annals* are full of plans for "the management of the poor." Wages in 1784 generally ranged from 1s. 2d. to 1s. 6d. per day, and the price of the quartern loaf was 7½d. In 1799 bread was 1s. 1d. per quartern, and wages had by no means proportionately increased. Sir F. Eden, writing in the *Annals* for 1796, and referring to the distress and costly relief of the poor during the previous year, denies, however, that the labourers were unable to support themselves, or at least that the price of wheat in proportion to wages showed their inability; for he says that to argue that they were unable to get their living "would warrant us in supposing that a labourer must have been under an absolute impossibility of subsisting in 1595, when wheat was above £2 per quarter; and the wages of ordinary agricultural labourers not more than 4d. or 5d. the day, without diet; and then 8d. the day was a miserable pittance in 1682, when wheat was nearly at the same price." Probably most readers will conclude that this evidence will "warrant us in supposing" that the condition of the labourers was miserable in the extreme at the periods named. That the current wages were not sufficient to enable the labourers and their families to obtain decent means of subsistence in the year referred to by Sir F. Eden (1795), when the price of the quartern loaf was 12¼d., is evident from the fact that in that year, for the first time, I believe, the magistrates of several counties issued tables showing the wages which they thought every man should receive, proportioned to the number of his family and the price of bread, and instructed the parish officers to make up the difference between this

rate and that paid by his employer.* This abominable system was continued until the Poor Law Amendment Act was passed—a sufficient proof that through a period of general agricultural prosperity the condition of the labourer remained miserably low.

But we have more exact evidence as to the wages of labourers in the year referred to by Sir F. Eden than is thus indirectly afforded. In the same year a circular letter was sent to the different counties by Young asking, amongst other things, for information as to the rate of wages and recent increase, if any. The replies he received are tabulated in Vol. XXIV. of the *Annals*, p. 334.

Counties.	Wages per Day.†			Advance.
	s.	d.		
Bucks -	-	I 4	-	"Small advance."
Essex -	-	I 5	-	One fifth.
Berks -	-	I 4	-	One seventh.
Salop -	-	I 2	-	One seventh.
Sussex -	-	I 5	-	One sixth.
Lancaster -	-	I 4½	-	One seventh.
Kent -	-	I 8	-	One fifth.
Durham -	-	I 4	-	One fifth.
Lincoln -	-	I 6	-	One fourth.
Norfolk -	-	I 4	-	One sixth.
Notts -	-	I 5	-	One seventh.
Somerset -	-	I 2	-	One seventh.
Hants -	-	I 5	-	One seventh.
Middlesex -	-	I 9	-	One seventh.
Anglesea -	-	I I		
Gloucester -	-	I 2	-	One seventh.
Cambs -	-	I 2		
Hunts -	-	I 0		

In this year, as already stated, wheat was 75s. per

* Caird's *English Agriculture*, p. 515.

† These wages were probably those paid in the winter half of the year. About 3d. per day more was generally paid in the summer half, and much higher rates in hay-time and harvest.

quarter in the spring, and 112s. in December. The price of the quartern loaf for the year (I suppose the average price) is given as 12½d. The prices of other provisions at the time were (in Middlesex): beef 4d. per pound, mutton 5½d., pork 5½d., cheese 3d. to 6d., butter 8d. to 1s., potatoes 3s. 6d. per bushel. At this time, and for some years subsequently, we find chronicled plenty of advice as to "the management of the poor," an abundance of recipes for cheap food, and suggestions as to the sparing use of bread by rich and poor, from Royal proclamations downwards, but nothing about higher wages. The truth is that there were a great many more labourers in most counties than the farmers could profitably employ, and poor rates were gradually eating up a large proportion of the profits of agriculture.

But if the wages of the labourers did not rise during these years of high prices, the rents of the landlords did. In 1804 Young published a letter in his *Annals* from W. Pitt, who says:—"About 80 years ago my grandfather came to this farm of about 230 acres at £100 per an. where he barely reared a large family: 42 years ago his son, who was my uncle, left it, &c. His successor occupied at £130. I succeeded at the same rent, and then paid £203 for 21 years. The farm is now let away from me at £350." This was not an exceptional case. The rise in rents was general.

During the period under review, a large portion of the County of Lincolnshire was, comparatively speaking, transformed from a watery waste into a garden. When Young made his survey for the Board of Agriculture in 1797, enclosure and warping were in full swing, and great enterprise appears to have been shown by both landlords and tenants. Young was struck to find such expensive improvements carried out by tenants without any security for their outlay, and he remarked with astonishment upon the great scarcity of leases in the county. The only safeguard of the tenants was confidence in the honour and right feeling of their landlords, upon which Young

observes :—" Confidence in a landlord attaches to himself only, and not at all to his successor ; and the various instances that have occurred of estates being considerably raised, must act as warnings to others." It was probably a repetition of such warnings for about another generation that gave rise to those admirable Lincolnshire Tenant Right customs that have recently been so frequently commented on in Parliament and elsewhere.

We now come to a period of great agricultural depression, commencing in the year 1815. Mr. Wilson gives the following succinct account of its causes :—" The abundant crop of 1813, and restored communication with the continent of Europe in the same year, gave the first check to these (before-mentioned) unnaturally exorbitant prices and rents. The restoration of peace to Europe, and the re-enactment of the Corn Laws in 1815, mark the commencement of another era in the history of our national agriculture. It was ushered in with a time of severe depression and suffering to the agricultural community. The immense fall in the price of farm produce which then took place was aggravated, first, by the unpropitious weather and deficient harvest of the years 1816, 1817 ; and still more by the passing in 1819 of the Bill restoring cash payments, which, coming into operation in 1821, caused embarrassment to all persons who had entered into engagements at a depreciated currency, which had now to be met with the lower prices of an enhanced one."* I have not referred to the Corn Laws in my previous remarks, because they require a history to themselves. From the time of Edward III. (and even earlier, although we have no copies of Acts passed before that reign) laws giving bounties on exportation, hampering dealing, or imposing duties on importation, had been made in nearly every reign. They affected the relations of landlords and tenants by their influence upon rents, and by binding

* *British Farming*, p. 68.

the two classes together in what both believed to be their common interest. The phrase "re-enactment of the Corn Laws" in the above extract from Mr. Wilson, conveys a wrong impression. Before the Act of 1815 was passed that of 1804 was in force. This Act fixed the duty on imported wheat at 6d. a quarter when the price was above 66s., at 2s. 6d. when the price ranged from 66s. to 64s., and at the prohibitive rate of 24s. 3d. when the price was 63s. or less. The Act of 1815 allowed the free importation of corn to be warehoused or re-exported, but prohibited importation for consumption from foreign countries unless the average prices were, for wheat, 80s.; for rye, peas, and beans, 53s.; for barley, 40s.; and for oats, 26s. From the British Colonies corn might be brought for consumption when prices were, for wheat, 67s.; rye, peas, and beans, 44s.; barley, 33s.; and oats, 22s.

This prohibitive law caused great distress amongst the poor, including the farm labourers, in the year 1816, although, of course, the other agricultural classes derived a temporary benefit. Before it had produced any result, however, the farmers had fallen into great difficulties. Rents came down, thousands of acres of land went out of cultivation, and the gaols were filled with farmers imprisoned for debt. So serious was the state of affairs considered to be that, early in 1816, the Board of Agriculture instituted an inquiry throughout the country, and published the result in a Report of a most alarming description. The labourers were represented as being in a pitiable state. Rents were depreciated from ten to thirty, and in some cases to fifty per cent. Notices to quit farms were numerous, and a large number were already deserted. The prices of farming stock were reduced to half those which had been current three years before, and yet hardly anyone was willing to embark in farming. Leaseholders paid their rent with difficulty or not at all, and many of them were ruined. The opinions as to the causes of this calamitous state

of agriculture varied, but the following list is almost exhaustive:—"1, Superabundant Harvest. 2, Foreign Importation. 3, Tithes. 4, Poor and other rates. 5, Property and war taxes. 6, Want of credit. 7, Deficiency of circulating medium."* The suggested remedies, or most of them, were more easy to propose than to put into operation. They were—Duty on import, bounty on export, regulation of poor rates and tithes, increased circulation, reduced rents, and the practice of economy. The replies to the inquiry as to whether tenants generally had given notice to quit their farms are worthy of notice. They are tabulated in the Report as follows:—

"Many have"	103
"Several" or "a few"	111
"All that can"	37
"None"	71
<hr/>	
Total number of replies	322

If these returns may be taken as reliable, it appears that about half the tenants of England in the year 1816 had given notice to quit their farms. But the future is seldom as black as our fears, any more than it is as bright as our hopes depict it; and many who in these days of adversity desired to give up farming, managed to hold on till more prosperous times came. They preferred, however, to sit lightly in their occupations, and we may probably date from this period of agricultural depression the diminution of leases, which progressed so extensively that, in spite of subsequent vicissitudes, it is estimated by the best authorities that at the present time more than three-fourths of the farms of England and Wales are let from year to year.

It would occupy too much space to follow the history of the English farmer for the next twenty years through good and bad times. Such a review would be interesting,

* *Report*, p. 217.

but it would concern the relations of all the agricultural classes to the Poor Laws and to the Corn Laws, rather than the relations of landlord and tenant. It is now time to give a brief account of the origin and progress of Tenant-Right.

In modern times the term Tenant-Right has acquired an enlarged signification. It was formerly used (generally in the plural) in reference only to the outgoing tenant's claims in respect of growing crops, manure, hay, &c., left for his successor's use, and for the rent of, and work done to fallow land from which his successor would benefit. But in the modern sense the term includes also compensation for the value of all unexhausted improvements of whatsoever kind. In Ireland, as is well known, it has a still wider meaning, including payment for "good will," compensation for disturbance, &c. ; but the Irish question will not be dealt with here. We have seen that as early as the time of Cromwell, Tenant-Right in the modern sense was demanded by Blith as requisite to the promotion of improvements in agriculture ; but Blith seems to have been almost alone in advocating legislation of the kind. Later writers frequently lamented the fact that the tenant was prevented from improving his farm on account of the insecurity of capital when invested in the land of another ; but no demand for legislation appears to have sprung up. We first hear of it in Ireland ; but in that country there was no demand for legislation until long after the right of the tenant had been secured in some parts of the country by the growth of custom. This is not surprising, because until recently there was little hope in Ireland of justice from an English Parliament. It was not until 1835 that the first Tenant-Right Bill was brought into the House of Commons by Mr. Sharman Crawford.

In England, too, customs of Tenant-Right had arisen in Lincolnshire before any attempt was made to induce the Legislature to protect the property of the tenants of the country generally. It is always difficult

to trace the origin of a custom, and I have been unable to ascertain the exact time and manner of the rise of the Lincolnshire customs. It appears, however, to be much more recent than is commonly supposed. There is an impression that these customs have been in existence a century or more. So far from this being the case, we find that in 1793, when Thomas Stone wrote his *General View of the County of Lincoln* (published in 1794), there were not only no such customs extant, but there was less need for them in Lincolnshire than in most other parts of the country. Stone describes the agriculture of Lincolnshire as very much inferior to that of Norfolk, and, indeed, speaks of it in a generally disparaging way. He accounts for the low state of the farming in the county in his concluding remarks:—"The tenantry," he says, "who for the most part are occupiers from year to year, have no incitement to exertions of skill; they either want a certainty or security (by means of leases) for being reimbursed the expence of any improvements that might be considered practicable, or they (in general) are fearful of showing any inclination towards improvement, lest a speculation should be made upon them in an untimely, unqualified, and unjustifiable advance of rent." Four years later, as mentioned previously, Young found great improvements in progress, partly, perhaps, as the result of Stone's recommendations, and wondered how tenants dared to spend so much money on their farms without security. Probably the many years of agricultural depression that occurred in the early part of the present century checked the course of improvement, and with it the need for compensatory customs. At any rate, as late as 1842, when Mr. Pusey made a tour through Lincolnshire, he makes no mention of Tenant-Right customs, but, on the contrary, remarks, as Young had previously remarked, upon the great expenditure incurred by tenants without any other security than confidence in their landlords. This shows that the customs were not at all general in

the county at the time; but we have other evidence to prove that in certain districts they existed several years earlier. Nor is there any mention of Lincolnshire customs in Mr. John Morton's *Nature and Property of Soils*, published in 1842, the year of Mr. Pusey's tour. Mr. Morton, like most of his contemporaries and predecessors, felt strongly the need of giving security to the capital of the tenant farmer, and, like them too, he advocated leases as the only feasible way of affording such security. He says:—"The yearly tenant is constantly in a state of uncertainty; he therefore jogs on in the beaten tracks, anxious to be able to clear his way, but never anxious to increase the productive powers of the soil he cultivates, lest his rent should be raised, or lest he should be turned out to give place to some one in greater favour with his landlord." Again:—"The tenant at will who on the good faith of his landlord lays out his capital on the improved culture of the land he occupies knows that he has no security that the money he may lay out in the permanent improvement of his farm will, in the case of his death, or of accident which may damage his pecuniary affairs, ever be returned to him or his family, and, therefore, he limits the expenditure of his capital to the natural and yearly expenses of cultivating the crops he yearly puts into the soil, and, of course, never expends a shilling in attempting to permanently increase the productiveness of the soil."* But Lincolnshire Tenant Right, not mentioned by the agricultural writers of 1842, was referred to by Mr. Caird, in 1850, as "universally admitted" although "not strictly legal"†—not legal because the custom was not old enough to have acquired the force of law. Mr. George Wingrove Cooke, who also wrote in 1850, mentions the Lincolnshire customs as "special allowances for annexed improvements," which "are not strictly customary, but the propriety and advantage of

* *Nature and Property of Soils*, pp. 218—9. † *English Agriculture*, p. 194.

which are becoming daily more manifest." Again:—"Recently in Lincolnshire, and some parts adjacent, it (the custom) has grown to be applied to all annexed tenants' improvements."* It seems, then, that the Lincolnshire customs were not generally known until some time between 1842 and 1850.

Judging from a letter from Mr. Williams, agent to the Earl of Yarborough, to Mr. Pusey, published in the *Farmers' Magazine* for July, 1845, the customs must have had a longer hold in some districts. Mr. Williams refers to "the *usual* allowances in the north of Lincolnshire to outgoing tenants for unexhausted improvements," and afterwards says, that they "are all so well established on this estate, that it is quite unnecessary to insert them in the ordinary agreements for farms." He does not say how long they had existed. The following improvements are given, and the time over which their cost was spread in estimating the unexhausted value:—

Bone-dust	-	-	-	3 years.
Marl or Chalk	-	-	-	7 "
Lime	-	-	-	5 "
Claying	-	-	-	4 to 7 years.
Draining with tiles or stone, when tenant pays whole cost. (When landlord finds tiles, nothing is generally given)				
	-			7 years.
Draining with sods or thorns	-			4 "
Buildings (on some estates only)	-			20 "
Fallows, clovers, &c. paid for.				

I find also that Mr. William Hesseltine, a tenant-farmer of North Lincolnshire, who gave evidence before Mr. Pusey's Committee of 1848, said, in reply to a question as to when the customs became general,—“I should think very soon after 1826.”† He did not, however,

* *Agricultural Tenancies*, p. 220.

† Messrs. Shaw and Corbet's *Digest of Evidence taken before the Committee*, p. 25.

profess to speak with certainty of any part of Lincolnshire but his own, and it is probable that it was only on certain estates, or at the most in limited districts, that the customs were introduced as early as he intimated. It appears that Mr. Hesseltine's reason for fixing upon the year 1826 was that in that year his father's lease had been renewed at a doubled rent, and that clauses were on that account inserted providing for compensation for future improvements. According to the evidence,* Mr. Hesseltine, Sen., had taken his farm in 1812 when it was "in a state of nature," and that before 1826 he had brought it into a high state of cultivation, his landlord doing nothing beyond providing materials for building and tiles for draining. The tenant then, finding that he was to be rented on his own improvements, naturally wished to provide against similar injustice for the future. If this is a fair instance of the origin of the Lincolnshire customs generally, the landlords of the period did not deserve the great credit which has commonly been accorded to them.

The first English Tenant-Right Bill was brought into Parliament by Lord Portman in 1841. It was a very short Bill, giving tenants a legal claim to the unexhausted value of improvements made with their landlords' consent. It was debated in the House of Lords, but did not come on for second reading that year. In 1843 Lord Portman again brought his Bill, this time somewhat enlarged, into the House of Lords, and in April, 1844, it was read a second time, and referred to a Select Committee. The Committee, however, was never formed, for it was afterwards decided to allow the subject to be considered in the House of Commons before taking any further step. The Bill proposed to give power to a tenant, whether holding from year to year or under a lease, to charge his landlord with the unexhausted value of any permanent improvements which he had executed,

* *Digest*, pp. 87-88.

after having given notice of his intention to execute them, with the consent or silent assent of the landlord. The amount due was to be settled by arbitration. The Bill further gave power to the landowner to charge his estate with the amount paid for compensation. In a speech delivered in the House of Lords on the occasion of the third reading of the Agricultural Holdings Bill, Lord Portman explained that his reason for taking up the question of compensation to tenants in 1841 was that as a member of the Royal Agricultural Society he had been in the habit of visiting all parts of the country, and of holding intimate and friendly intercourse with the farmers of all grades in the various counties, and he found that a real grievance existed and was felt by them to need a remedy.

After some delay, Mr. Philip Pusey, having conferred with Lord Portman, agreed to prepare a Bill for the House of Commons. It seems that when Lord Portman's Bill was brought forward, Mr. Pusey had not become an advocate* of Tenant-Right, for his adhesion to the party in favour of it was first publicly announced in the *Mark Lane Express* for December 15th, 1845. He had probably been convinced of the need of Tenant-Right legislation by his inquiry into the Lincolnshire system and the discussion of the question which Mr. Crawford's Irish and Lord Portman's English Bills had made general in agricultural circles. The London Farmers' Club had by this time taken the question in hand. Mr. William Shaw, then Editor of the *Mark Lane Express*, read a paper upon Tenant-Right before the Club in December, 1845, and in the course of his remarks stated that his subject had already been discussed by several local Farmers' Clubs and Societies.

In 1847 Mr. Pusey introduced his first Tenant-Right Bill, with the support of Mr. Denison and Mr. (now Sir

* I do not affirm that the opinions of Mr. Pusey and others, whom I have mentioned as advocates of Tenant-Right, are identical on that subject with my own.

Thomas) Acland. The preamble was as follows:—“Whereas it is expedient for the better security of farmers in the improvement of land, and for the consequent increase of produce therefrom, as well as employment for farm labourers, to enlarge and extend the custom of agricultural Tenant-Right in accordance with the modern advance of husbandry,” &c. Mr. James Howard, referring to this Bill in a paper on “Freedom of Contract in Relation to Farm Tenancies,” read before the Farmers’ Club in 1875, thus describes it:—“I believe that no more honest measure was ever proposed to the British House of Commons. It held the balance fairly between landlord and tenant; it gave the latter an indefeasible right to his improvements; whilst it secured the interests of the owner.” But the Bill was referred to a Select Committee, and transformed from a compulsory to a permissive measure.

In 1848 a Committee, of which Mr. Pusey was chairman, was appointed to take evidence upon the Agricultural Custom of England and Wales in respect of Tenant-Right. A large number of witnesses from different counties were examined, and a great preponderance of the evidence was in favour, not only of legislation, but of compulsory legislation, in order to secure the capital of tenant-farmers. Notwithstanding this, the Committee reported against compulsory legislation. They admitted the benefit of such a system of compensation to tenants for their unexhausted improvements as had for some time prevailed in parts of Lincolnshire, but still declared it to be their opinion, “that any attempt to make its general introduction compulsory would be met by great practical difficulties;” adding, “and your Committee rely for the general and successful adoption of the system on mutual arrangements between landlords and tenants.” There was, perhaps, more reason then than now for expecting the Lincolnshire customs to spread. They were at the time being more and more generally adopted in the county of their birth,

and even extending slightly to one or two bordering counties, and landlords and tenants alike declared their satisfaction with the results. Yet, strange to say, since that time those customs have not to any appreciable extent advanced beyond the bounds they extended to when Mr. Pusey's Committee sat. Mr. Pusey persevered until 1850 in attempts to pass his Bill. He did succeed in passing it through the Commons, but the House of Lords rejected it. Almost the only practical result of his efforts, and of the labours of the Committee of which he was chairman, was the passing of what is commonly known as the "Emblements Act," which gives tenants a right to remove buildings and fixtures set up with the consent of the landlord.

In the year of Mr. Pusey's Committee, there was published the most exhaustive and closely-argued essay on Tenant-Right that has yet appeared. This was Mr. Henry Corbet's *Prize Essay*, written for the Wenlock Farmers' Club, "On the necessity for some Legislative Enactment to secure the Tenant Farmer the Benefit of his Improvements; and the great National Advantages that would accrue therefrom." It is interesting to notice that nearly every argument that has since been used, either for or against Legislative Tenant-Right, was in vogue in 1848; and it is curious to note, also, that the arguments of the Prize Essay have never been refuted.

After Mr. Pusey's failure to get his frequently "amended" Bill through Parliament, no one for a long time even attempted to occupy his place. Still the question of Tenant-Right did not die out in the country, but was occasionally discussed at meetings of agricultural associations. For some years before the introduction of the Irish Land Bill, however, the interest in debating a question not at all likely to come to a practical issue had sunk to a very low ebb. The long debates in Parliament and discussions in the Press upon the Irish Land Question revived the interest of farmers in English Tenant-Right. In 1870 Mr. Henry Corbet read a paper

upon the subject before the Farmers' Club, and the Chambers of Agriculture soon afterwards began to discuss the question. In 1872 Mr. James Howard, then member for Bedford, gave notice that he should call the attention of the House to the question of the insecurity of the tenant-farmers' capital, and to the injury sustained by the public thereby. Mr. Howard has himself made known that the immediate motive which induced him to give notice of his resolution was supplied by the eviction from their farms, under circumstances of great hardship, of two noted Scotch farmers, Mr. George Hope, of Fenton Barns, and Mr. Saddler, of Ferrygate. Both were said to have been turned out from political motives, and both had to leave so unexpectedly that, having been farmers of great enterprise, they left a large amount of invested capital behind them, which was appropriated by their landlord. Mr. Howard states, in the paper previously referred to, that this landlord, the Honourable Nesbit Hamilton, was, when known as Mr. Christopher, one of the foremost opponents of Mr. Pusey in the House of Commons. "Here was a man," Mr. Howard goes on to remark, "who in 1849, as representative of the important agricultural county of Lincoln, opposed a measure for giving the tenant legal security for his outlay in improvements, but who in 1872, by the exercise of a right an unjust law gave him, made the largest appropriation of his tenants' improvements yet made public." It is doubtful whether this unenviable pre-eminence now belongs to Mr. Hamilton; for at least two more recent instances of the appropriation of a tenant's improvements on an enormous scale, also in Scotland, have been made public. The press of public business preventing Mr. Howard from bringing forward his motion, he, with the advice and support of Mr. C. S. Read, gave notice that in the next session he would introduce a Bill to amend the Law of Landlord and Tenant in England.

Next Session, according to promise, Mr. Howard and Mr. Read introduced their well-known Landlord and

Tenant Bill, after the draft had been considered and amended by a committee of the Farmers' Club appointed for the purpose. The Bill was well received in the country, the Farmers' Clubs and Chambers of Agriculture generally reporting in its favour, and it secured a considerable amount of sympathy in Parliament. As is well known, however, it came to nothing, Mr. Howard being unfortunately ill at the time appointed for its second reading. The measure was so much discussed at the time that a minute description of it is unnecessary. It differed from the Agricultural Holdings Bill, which, unhappily, afterwards took its place, in several important points. The Landlord and Tenant Bill was a compulsory measure, and the Agricultural Holdings Act is permissive. The former also differed from the latter in respect of the principle under which unexhausted improvements were to be paid for; in making the decisions of arbitrators or their umpires final, and thus avoiding the danger of litigation; in the terms within which two of the three classes of improvements were to be valued; in the freedom allowed to tenants in executing permanent and durable improvements; and in other points of less importance. The chief objection made to Mr. Howard's Bill was that, by its twelfth clause, it interfered with freedom of contract. In the history of land tenancy that clause will ever be important, and it may therefore appropriately appear in this summary: "Any contract made by a tenant after the passing of this Act, by virtue of which he is deprived of his right to make any claim which he would otherwise be entitled to make under this Act, shall, so far as relates to such claim, be void both at law and in equity." The Conservative party, then in Opposition, offered to support the second reading of the Bill, if its authors would withdraw this clause; but both Mr. Read and Mr. Howard declared that they should not consider their measure to be worth passing if the clause were struck out. The dispute was taken up by agricultural associations, and two apparently irrecon-

cilable parties were formed. The Central Chamber of Agriculture attempted to compromise the difficulty in a draft Bill, called "The Agricultural Tenancies Bill," which was drawn mainly on the lines of the Landlord and Tenant Bill, but which proposed instead of the 12th clause the following proviso: "That no compensation shall be due under this Act for the unexhausted value of any improvement which has been specified, and the value thereof provided for by a consideration expressed in a lease or agreement equivalent to the provisions of this Act." If the present Government had accepted this compromise, they would have shown that they sincerely desired to legislate effectually for the protection of the capital of tenant-farmers; but the proposal, moderate as it was, appears to have been too liberal for them. Any law which would render it difficult (although with the help of legal ingenuity not impossible) to evade the obligations ostensibly imposed, is scouted by those who imperatively demand to be allowed to "do what they like with their own," even to the extent of wronging their neighbours, and anything more potent than an absolutely permissive measure had no chance of acceptance in a Parliament so much under the influence of landlords. Nevertheless, when the Conservatives—the traditional "Farmers' Friends"—came into power, great hopes were raised amongst the farmers, especially as Mr. Disraeli was pledged to make some attempt to settle the Tenant-Right difficulty. But when the Duke of Richmond introduced the Agricultural Holdings Bill in the House of Lords in the Session of 1875, these hopes were suddenly dashed to the ground. The first impressions of the measure were only too true, and from one end of England to the other a chorus of disappointment resounded. The Press generally condemned the Bill as useless, and even the *Times* contemptuously described it as merely a "homily to landlords." In spite of protests and earnest demands for amendments from the Farmers' Clubs and

Chambers, and from independent members of the House of Commons, however, the Bill was only altered for the worse in its progress through Parliament. It, and its results, will be presently described; but, first, I must bring this hurried retrospect to an end by a brief reference to the Game Question, which has long been one of the most fruitful causes of dispute and heart-burning between landlord and tenant.

The Forest Laws, of which our Game Law is a remnant, existed in an early period of our history, and from the first they were regarded with the greatest repugnance by the common people. And no wonder; for there is no more striking instance of disregard of the welfare of others on the part of men placed in practically irresponsible power than is afforded by these—first Royal, and afterwards Parliamentary restrictions. From the time when the first Norman King devastated an immense tract of country to plant the New Forest, in order that he might enjoy a few days' hunting in the intervals of his frequent fighting, down to the present time, when a large landowner condemns all his tenants to stand meekly by while game-vermin are destroying their crops, in order that he may indulge once or twice a year in the wholesale slaughter of a "battue," the whole history is one of great injustice. "Fellow feeling" is said to make us "wondrous kind," but where game is concerned the saying has no validity. William the Conqueror is said to have reserved for his own enjoyment no less than sixty-eight forests, thirteen chases, and seven hundred and eighty-one parks; and his unscrupulous greed must have debarred numbers of even his well-born subjects from the delights of the chase. Many modern landowners reserve the game on a dozen estates, some of which they do not visit more than once in the year; and, much as they themselves love sport, they have no scruple in depriving a hundred or perhaps a thousand tenants of its pleasures for the whole season, in order to secure for themselves a few hours'

enjoyment. But this monopolisation of sport is only a comparatively small count in the indictment against the great game preservers. Far worse than the tantalising deprivation of the right to shoot the game on his occupation, is the grievous annoyance to the farmer of seeing his carefully cultivated crops partially destroyed by hares and rabbits; and worse still is the wrong to the nation at large of destroying food and diminishing the demand for productive employment.

I will not stop to record all the legal enactments respecting game which were passed from time to time. The extreme harshness of the old Forest Laws had, of course, to be abated. We do not now kill or mutilate offenders against this cherished privilege of kings and wealthy men; but our modern Game Law still retains traces of its barbarous origin. "From this root" (the Forest Laws), says Blackstone, "has sprung a bastard slip, known by the name of the Game Law, now arrived to and wantoning in its highest vigour, both founded upon the same unreasonable notion of permanent property in wild creatures, and both productive of the same tyranny to the commons; but with this difference,—that the Forest Laws established only one mighty hunter throughout the land, the Game Laws have raised a little Nimrod in every manor."

When the land of England and Scotland was only to a small extent cultivated, the game evil was nothing compared to what it is at the present time. Besides, breechloaders and *battues* had not then been invented, and it was not considered requisite to "sport" that multitudinous broods of pheasant-poultry should be huddled together for slaughter, or that innumerable hordes of hares and rabbits should crowd round the so-called sportsman until his guns (for one is by no means enough now) are hot with firing, and the drives are red with blood. If Lord Kames were living now, he would not be able to write upon this subject in the congratulatory style which he used to preface his

treatise on Agriculture in 1798. "In former times," he remarked, "hunting was the only business of a gentleman. The practice of blood made him rough and hard-hearted : he led the life of a dog, or of a savage ; violently active in the field, supinely indolent at home. His train of ideas was confined to dogs, horses, hares, foxes : not a rational idea entered the train, not a spark of patriotism, nothing done for the public, his dependents enslaved and not fed, no husbandry, no embellishment, loathsome weeds round his dwelling, disorder and dirt within. Consider the present mode of living. How delightful the change, from the hunter to the farmer, from the destroyer of animals to the feeder of men. Our gentlemen who live in the country have become active and industrious. They embellish their fields, improve their lands, and give bread to thousands. Every new day promotes health and spirits ; and every new day brings variety of enjoyment. They are happy at home ; and they wish happiness to all."* Neither picture can be said to be an exact portrait of the country gentleman of the present day. It is, however, to be feared that the savage tastes so strongly condemned by Lord Kames have had a somewhat strong revival since his time.

For a long time the game evil has been more strongly and generally felt in Scotland than in England, partly because game-preserving is more general in the former country, and partly because the Scotch Game Laws are more stringent than those of England. The Act of 1 & 2 William IV., c. 32, which vested the game in the tenant whenever it is not specially reserved to the landlord in the farm-agreement, did not extend to Scotland ; and the presumption of the law is therefore against the Scottish tenant's right to kill the game on his occupation. In England, again, no modern landowner has had the temerity, even if he has had the inclination,

* *The Gentleman Farmer*, Preface, pp. xix, xx.

to depopulate a district, after the Conqueror's fashion, in order to make a deer-forest; nor are English farmers accustomed to see herds of deer feeding on their fields of turnips. Whilst the Scottish farmers, then, are generally in favour of the total repeal of the Game Laws, the majority of their English brethren would be content with an indefeasible right to kill ground game. So strong has the feeling been in Scotland against the existing Game Laws, that most of the Scotch county members have for some time been pledged in favour of reform, and several Bills have at various times been brought into Parliament with that object; but the English game-preservers have hitherto been too powerful to allow anything to be done. Mr. P. A. Taylor, with commendable courage, has persevered session after session in bringing forward his Game Laws Abolition Bill, only to find a large majority against him. English farmers, for the most part, demur at total abolition, unless it be accompanied by a stricter Trespass Law, and to that there are strong objections; but if the game-preservers continue to refuse to give up ground game to their tenants, a popular tide of indignation will probably, at no distant day, make a clean sweep of the Game Laws.

Mention has already been made of old-fashioned restrictive leases and agreements. Some restriction against over-cropping was needed when farmers brought no extraneous fertilizers in the form of what are called "artificial" manures and feeding stuffs on to their farms. The use of guano only dates from the year 1841, and many other manures and feeding materials have come into vogue at a still later date. With a fair Landlord and Tenant Act, providing easy and simple means of payment for improvement on the one hand, and deterioration on the other, perfect freedom of cropping and selling crops off the land might with safety and advantage be permitted.

To sum up: The history of our land tenancy system

has, from its commencement to the present day, been one in which feudal and commercial principles have been continuously struggling for the mastery. It is now time for the former to be swept away, with all their privileges, restrictions, bounties, and penalties, together with the religious and political subserviency that has followed in their train. Farmers may depend upon it that they cannot run with the hare and hunt with the hounds." They must make up their minds whether they will be freemen or retainers—and act accordingly.

II.—THE AGRICULTURAL HOLDINGS ACT, AND ITS RESULTS.

THE Agricultural Holdings Act came into force on the 14th of April, 1876, the previous day being the last on which a notice of exemption could be served. But for some time previous it had been known that a large proportion of the landlords of the country had contracted themselves out of the Act, including the Crown and the Ecclesiastical Commissioners. Great and reasonable indignation was excited when it was announced that the Chancellor of the Duchy of Lancaster, on behalf of the Crown, had given notice to the tenants of the Duchy that their agreements would remain unaffected by the Act. That a member of the Government which had ostensibly given a great and loudly-trumpeted Tenant-Right Act to the farmers, acting on behalf of the Queen, whose royal assent had confirmed that Act and made it the law of the land, should refuse to allow the Crown tenants to come under the Act, was justly felt to be an unprecedented piece of inconsistency, as well as a most contemptuous practical commentary upon the Act itself. But we shall presently see that if the Crown and the Church, as well as the vast majority of the other landowners of the country, have set the Act aside, it has been to a great extent with the contented assent or placid indifference of the tenants concerned in the course which has been taken. What then is the measure which even those who are responsible for it dislike, and those for whose benefit it was ostensibly passed regard with either suspicion or indifference? Nominally it is the first comprehensive Tenant-Right Act that has ever been passed for England: in effect it is "a homily to landlords," and one which they do not relish, and which their tenants

would not have made binding if they could. If a good Tenant-Right measure, such as Messrs. Howard and Read's Landlord and Tenant Bill, had been passed in a permissive form, the landlords probably would have been even more anxious than they are in the present case to set it aside; but the tenants generally would certainly not have regarded it with indifference, although those of them who do not wish to improve their farms, and those who enjoy certain exceptional advantages, might not have cared to have existing conditions disturbed. But the Agricultural Holdings Act, apart from its permissive principle, is so full of radical defects that it is no wonder that it has turned out to be an utter failure. Fortunately, an individual critic is not under the necessity of depending upon his own unsupported judgment in pointing out the causes of the failure. One of the leading agricultural papers has recently published a mass of valuable evidence, showing the result of the Act, and the *rationale* of that result as far as the farmers are concerned in it. That evidence will presently be given; but first it is advisable, for the sake of clearness, to describe the Act to which it relates.

Improvements for which a tenant may claim compensation under the Act are divided into three classes: first class, or permanent improvements; second class, or durable improvements; and third class, or temporary improvements.

First Class.

Drainage of land.	Making or improving of roads or bridges.
Erection or enlargement of buildings.	Making or improving of water-courses, ponds, wells, or reservoirs, or of works for supply of water for agricultural or domestic purposes.
Laying down of permanent pasture.	Making of fences.
Making or planting of osier beds.	
Making of water meadows or works of irrigation.	
Making of gardens.	

Planting of hops.	Reclaiming of waste lands.
Planting of orchards.	Warping of land.

Second Class.

Boning of land with un- dissolved bones.	Claying of land.
Chalking of land.	Liming of land.
Clay burning.	Marling of land.

Third Class.

Application to land of purchased artificial or other
purchased manures.

Consumption on the holding by cattle, sheep, or pigs
of cake or other feeding stuff not produced on the
holding.

The tenant is not necessarily to receive the unexhausted value of these improvements. On the contrary, he cannot in some cases receive it under the conditions of the Act. An arbitrary term for each class of improvements is fixed, beyond which no claim is to be recognized; and although arbitrators in making their awards may not go beyond those terms, they may, under section 31, shorten them in respect of any improvement which they deem to be exhausted before the expiration of the maximum term. There is a convenience and a safeguard in thus limiting the period within which payment for improvements may be claimed, provided that it be long enough to ensure the fair compensation of the tenant. But with respect to some of the improvements mentioned the term allowed is not long enough. For improvements of the first class a claim may be made any time up to the end of twenty years from the date of their execution. Within that limit, valuers may decide the length of time which should be allowed for the exhaustion of any given improvement, and whatever term they fix, the tenant is to be paid a proportionate

amount of the cost of the improvement for the portion of that term which remains unexpired at the time of his out-going. It is justly complained that twenty years is by no means long enough to exhaust the value of buildings, and that it is a great hardship that a tenant who has erected expensive premises twenty-one years previous to his quitting should have no claim under the Act for compensation. Scottish farmers have asked that, in the Agricultural Holdings (Scotland) Bill now passing through Parliament, the term shall be extended to thirty years. But there is no reason why anything so easily valued as buildings should not be paid for in accordance with their actual value, and independently of their original cost or the time that has expired since their erection. In the discussion on this point, however, it seems to have been forgotten that in respect of buildings erected with the landlord's consent (and these alone are recognized by the Act) the tenant may be quite independent of the Agricultural Holdings Act if he chooses to be so; for under the Act 14 and 15 Vict., c. 25, he may remove those buildings unless the landlord elects to purchase them at a valuation by two referees. The great defect of the Act in relation to these improvements of the first class is that no claim for compensation for any of them will be recognized unless the written consent of the landlord to their execution has been previously obtained. This restriction could not fail greatly to limit agricultural improvement if there were any prospect of the Act coming generally into force in the country. In this respect, as in most others, both the Bills previously mentioned, as well as one introduced by the Marquis of Huntley, were superior to the Agricultural Holdings Act; for they proposed to admit of claims to compensation for permanent improvements which in the opinion of the adjudicating authorities were "necessary to the profitable cultivation of, and suitable to the holding, and which the landlord, after written application from the tenant, had

refused or neglected within a given time to carry out." I quote from the Landlord and Tenant Bill; but the sense, if not the exact words, of the corresponding clauses in the Agricultural Tenancies and the Marquis of Huntley's Bills was the same. But why need there be any limitation to the tenant's right to improve his farm without risking the appropriation of his invested capital beyond this—that in no case shall he be paid for anything that has not added to the value of the holding? As long as the landlord is only asked to pay for value received, there can be no injustice in giving his tenant security for all the improvements he chooses to carry out, especially as the Act provides every facility for borrowing. Unfortunately, the Agricultural Holdings Act does not proceed upon the principle of paying for the unexhausted value of improvements, but upon that of paying a proportion of their cost. This is a compromise adopted partly for the sake of convenience, and partly to quiet the fears of the landlords; but the principle of the compromise is a wrong one. Having adopted it, however, it was palpably unjust to add in Section 7 the words, "while the improvement continues unexhausted," and Section 31, which runs thus: "The award shall find and state the time at which each improvement, in respect whereof compensation is awarded, is taken, for the purposes of the award, to be exhausted." Arbitrators are thus empowered to fix a shorter term than the maximum period named in the Act for the presumable exhaustion of any improvement; so that a landlord, after consenting to his tenant's execution of a permanent improvement, and thus in effect becoming a partner in the investment made, may get off paying anything for it, if it should be held by the valuers to have been worth little to the holding, and consequently to have been exhausted in a few years, or even, perhaps, in the very year of its execution. On the other hand, if the improvement should turn out to be worth double or treble its cost, the tenant can never obtain proportionate

remuneration ; for, the most that he can receive under the Act for an improvement of the first class is a twentieth part of its cost for each year short of twenty since he carried out the improvement that remains unexpired at the time of his quitting. Thus has the Government enabled the landlord to say to the tenant, "Heads I win ; tails you lose."

The same unfair selection from two distinct principles of compensation in the landlord's favour affects the second class of improvements, and in addition there is the still wider objection that the maximum term allowed for their exhaustion, seven years, is considerably too short. The effects of chalking may sometimes be seen for twenty years or more, and those of claying and marling are nearly as durable. Ten years is the shortest time that should have been allowed, as in the Landlord and Tenant Bill. For this class of improvements the landlord's consent is not requisite, but the tenant is not to be entitled to compensation unless "not more than forty-two and not less than seven days before beginning to execute" any of them, "he has given to the landlord notice in writing of his intention to do so." This is one of those many vexatious restrictions of the Act which have rendered tenants generally averse to it. Who would care to have to badger his landlord whenever he wished to cart a barge-load or a few truck-loads of chalk or lime on to his land ? An improving tenant would soon make himself a perfect nuisance to his landlord in this way, or at any rate he would fancy that he was doing so. Besides, the restriction amounts in some cases to a prohibition ; for work of the kind referred to has often to be done during the few hard frosts that occur in winter, and as it is impossible to receive notice of their coming, the farmer cannot tell a week beforehand when he will cart his clay, marl, or chalk on to his land.

For improvements of the third class we have at last a just principle of compensation, namely, "such proportion

of the sum properly laid out by the tenant on the improvement as fairly represents the value thereof to an incoming tenant." The conditions to be observed are stringent, but not more so than is necessary.

Section 19 gives a landlord a claim against a tenant in respect of breach of covenant or "waste," that is, deterioration and dilapidations; but the claim cannot be made for anything done more than four years previously to the termination of a tenancy, and not at all except as a counter-claim when the tenant has demanded compensation for improvements. If in other parts of the Act justice had been done to tenants, landlords would have a right to complain that they are in this section unjustly dealt with. Perhaps, as landlords had previously a claim at law against their tenants for deterioration and dilapidations, it was considered unnecessary to give them a new claim under the Act, except where compensation was first demanded by the tenant.

Unless landlord and tenant can agree as to the amount of compensation to be paid to either, a referee, or two referees and an umpire, must be appointed. When the award exceeds £50, either party may appeal against it to the Judge of the County Court on any of the following grounds :—

(1.) That the award is invalid.

(2.) That compensation has been awarded for improvements, acts or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was not entitled to compensation.

(3.) That compensation has not been awarded for improvements, acts or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was entitled to compensation. Against the decision of the Judge of the County Court either party may again appeal, but on "a question of law" only. The risk of expensive litigation thus involved has, perhaps more than any other single

cause, rendered tenants disinclined to come under the Act. To appeal from the decision of trained agricultural valuers to that of a Judge of a County Court, who would probably be ignorant of agricultural matters, is at once to increase the expense, and diminish the chance of justice being done. The Irish Land Act would have worked far more satisfactorily than it has worked, if disputes had been settled by experienced referees instead of by chairmen and judges whose ignorance of the matters brought before them has often been ludicrous, and whose decisions in some cases have been tragic.

Section 51 extends the time of the notice to quit previously required in the case of a yearly tenancy from six months to a year; but, unfortunately, this salutary change is optional, like the rest of the provisions of the Act. Tenant's fixtures, for which no compensation can be claimed under the Act, may be removed by the tenant, unless the landlord agrees to purchase them, provided that all damage done to the holding be made good. But, strangely enough, the most important and costly of all fixtures is thus excepted: "But nothing in this section shall apply to a steam-engine erected by the tenant if, before erecting it, the tenant has not given to the landlord notice in writing of his intention to do so, or if the landlord, by notice in writing given to the tenant, has objected to the erection thereof." It is not easy to suggest what can by any reasonable person be supposed to be a sufficient reason for this arbitrary and mischievous exception. A fixed steam-engine is rarely if ever erected by the landlord, and if the tenant erects one at his own expense, it is a gross injustice to deny his right to take it away if the landlord or the incoming tenant refuses to take it at a valuation.

Power is given under the Act to charge estates in respect of the amount awarded for compensation to tenants. This is especially useful in the case of that great incubus upon agricultural improvement, the limited owner. But under this Act, as in nearly everything

connected with agricultural interests, this *enfant terrible* of our land system exhibits his malign influence; for in the case of permanent improvements the conditions under which compensation is to be awarded are supplemented by a proviso that in no case shall more be paid for an improvement—although the landlord has consented thereto—than “a capital sum fairly representing the addition which the improvement, as far as it continues unexhausted at the determination of the tenancy, then makes to the letting value of the holding.”

The provisions of the Act—good, bad, and indifferent alike—are rendered nugatory by Section 54, which declares that, “Nothing in this Act shall prevent a landlord and tenant, or intending landlord and tenant, from entering into and carrying into effect any such agreement as they think fit, or shall interfere with the operation thereof.” This section it is which has rendered the Act little better than “a homily to landlords”—a very unsatisfactory homily in many respects, and one which they seem by no means inclined to profit by. The Act, however, is so full of faults that it is a cause rather for congratulation than for regret that it was not made compulsory. If some of the excellent amendments moved during its passage through the Lower House had been adopted, it would have been so much improved that it might have been universally adopted to the advantage of all concerned in it; but in its present form most tenants would regard it as a hardship to be compelled to come under it.

Such are the main provisions of this Great Charter of the tenant-farmers, granted after many years of intermittent agitation, introduced with a great flourish of trumpets, and considered important enough to thrust aside the Merchant Shipping Bill, with the possible result of sending scores of our sailors to the bottom of the sea. Let us now see what its results are as far as they have at present become known.

When the measure was under discussion in the House

of Lords, Lord Granville stated that he had spoken to a considerable number of large landowners upon it, including many members of the Upper House, and every one of them had declared his intention of contracting himself out of the proposed Act. Thence he argued that the measure would be generally inoperative, and when the time came for notices of exemption to be served it was seen that this prediction was true. Day after day the papers reported that one large landowner after another had served his tenants with notices setting the Act aside as far as they were concerned, and it soon became obvious that only a very small proportion of the farmers in the country would be allowed to take advantage of the supposed benefits of the new law. But it was felt to be desirable to obtain more exact information as to the extent to which the Act had been adopted in different parts of the country. An agricultural newspaper, *The Mark Lane Express*, undertook as far as possible to obtain this information, and with that end in view circulars were sent out to its correspondents in all parts of the country, soliciting replies to a series of questions relating to the Act and its effects. Returns were obtained from several districts of every English county and seven of the Welsh counties, and these were published in a tabulated form in the journal referred to on May 1st.* The evidence thus collected names the large estates of most of the districts reported on, and the extent of many of them; gives replies to inquiries as to whether the farms are generally let on lease or from year to year, to what extent and on what large estates the Act has been adopted, and whether it is the landlords or the tenants who have served notices of exemption; and affords information relative to the wishes of the tenants with respect to coming under the Act, the reasons which are supposed to operate with those of them who do not wish to be affected by it, the extent to

* See Appendix.

which unexhausted improvements have hitherto been paid for, and the extent to which landlords who have refused to come under the Act have offered compensation by private arrangement. The returns were furnished almost exclusively by landowners, land agents, and tenant farmers, men well chosen as witnesses upon the questions involved; and they may fairly be assumed to be reliable. Indeed the internal evidence is assuring on this point, chiefly because of the obvious carefulness of the great majority of these witnesses to keep within their own knowledge in giving their information. Assuming then the reliableness of these returns, an abstract of their most important conclusions may be considered of sufficient value to be worth recording, and I therefore give it. Out of 175 returns only 40 report leases to prevail in the districts to which they relate, reckoning a half to each return which represents that leases and yearly tenancy are about equally prevalent. This result corresponds with the estimate of the best authorities, to the effect that more than three-fourths of the farms of England and Wales are let from year to year.

Only 61 returns represent the Agricultural Holdings Act as adopted at all in their respective districts, and of these 53 state that it has been accepted "in very few instances," "scarcely at all," "only on a few small holdings," "in only one case," or use equivalent expressions. The rest are thus made up: 1, "in a few places;" 1, "generally;" 1, "two-thirds;" 1, "not one-third;" 1, "in several instances;" 1, "less than one-half;" 1, "almost universally;" and 1, "not generally."

In reply to the inquiry as to the party by whom notice of exemption from the Act has been served, 158 say "landlord," "landlord generally," or "agent;" 5 say "tenants," or "both;" 1 says "neither;" and 11 are blank.

Only 38 witnesses represent the tenants as desirous of coming under the Act. The rest report them as adverse, indifferent, or ignorant of the bearing of the Act.

The reasons of tenants for not desiring to come under the Act are, as might be expected, various. Those most common, and the most striking, are thus expressed:—"In its present shape it is of little use;" "it is considered to be most advantageous to the landlord;" "they do not see any good to result from it;" "are better off with agreement, or even custom of country, than under the Act, without the bother of giving notice of every little improvement;" "waiting to see how it works;" "we have confidence in our landlords;" "they do not understand it;" "it would very likely lead to litigation, and then the weakest goes to the wall;" "it is of no benefit whatever to them;" "a horror of anything new;" "giving notice of improvement is a fatal objection;" "most do not farm well enough to require the inducement offered by the Act;" "a nervous anxiety to please authority;" "they think the Act obscure and open to litigation;" "because it leaves all open to landlord's option;" "that they dare not state what they wish;" "that they are so much under the screw of the landlords that they don't feel inclined to stir in the matter;" "prefer making our own agreements;" "satisfied as they are;" "many agreements now in use better than the Act;" "wish to abide by the lease;" and "the high rates, trouble with labourers, and low price of corn, make them careless of improvements."

In only 28 reports are payments for unexhausted improvements spoken of as having been at all general and inclusive; and in about as many more a few improvements, such as draining especially, are mentioned as having been recognised as entitled to compensatory allowances.

We have been repeatedly assured that if the Act should not be adopted, landlords generally would offer equivalent security to their tenants in the form of private contracts. But it will be found that only 22 of the returns report that landlords have given, or promised to give, new agreements in lieu of the Act, and some of these relate to a single estate.

Some of the "additional remarks" appended by the correspondents of *The Mark Lane Express* are, like many of those above quoted, peculiarly outspoken and "racy of the soil." The assurance that no names would be published, judiciously given in the circulars issued, no doubt conduced to the expression of frank statements of opinion much too uncommon with the dependent tenants of England and Wales. I select those which follow as especially suggestive.

"The passing of this Act was a mere farce, and worse than a farce, for it has induced many landlords to give notice to quit to their tenants, which they would not have done otherwise, and in many cases to compel their tenants to sign contracts and agreements more binding than before."

"A short compulsory Act, giving tenants something like the Lincolnshire custom, would have been more beneficial to tenants."

"The farming on the poorer soils in this district is getting very bad, since the coming of the difficulty (called the labour question). Many farms are changing hands, and some go begging for a tenant. As a rule farmers would refuse a lease, as they have no confidence in the future."

"I think the Act, not being compulsory, is useless."

"As a rule, the very men who voted for the Act are the first to repudiate it."

"Landlords seem to be alarmed that the Act does not give them any claim against the tenant unless he first puts a claim for compensation."

"Messrs. Howard and Read's Landlord and Tenant Bill was received with favour by a large proportion of the farmers who understood the question. But the Agricultural Holdings Act was from the first regarded with dislike: it was so obviously a landlords' measure."

"Farmers in this district, I may say without any exception, consider the Agricultural Holdings Act a

farce, not worth the paper upon which it is written, inasmuch as it is a permissive piece of legislation."

"The landlords are determined, as a body, not to come under the operation of the Act, but seem bent on taking every advantage of their tenantry they possibly can. As far as compensation for unexhausted improvements and damage from game are concerned it ought to have been compulsory."

"Living in a county noted for its "Tenant-Right," satisfied with my landlord and his agreement, I have, like many more, not troubled myself about the Act; in fact, I have not seen it. I hear it discussed at times, and the tenants' opinion is that it is more a landlords' Act than a tenants'."

"To be brief in this matter, the tenants who are under good landlords, and have leases, care very little about the Act, but those who are not so fortunate stand greatly in need of being paid for unexhausted improvements and manures, and loudly complain that they have no encouragement to farm well and make the land so productive as it is capable of being made."

"The Act is generally looked upon as a farce; the tenant-farmers are, therefore, comparatively indifferent about it, waiting with more or less of patience for more perfect legislation upon the subject, and in the meantime so farming that the customs of the country may furnish them a tolerable security. Improvements the latter do not provide for are postponed, to the injury of both landlord and tenant."

"The general feeling of the farmers is, that the Act, as it is, is worth nothing—in fact, a sop held out by a Tory Government to appease their great supporters, and that the landlords as a class have not the moral courage to act up to the law which they themselves passed, and so to do justice to their tenantry."

"It appears to me that the landlord's counter claim and other provisions in his behalf outweigh the value of what is provided for the tenant."

“Think something will have to change, or tenant-farmers will not live in the country.”

“My candid opinion has been that the Act is the greatest insult to the British farmer that has ever been produced ; and I think they will find it so.”

“The clause requiring notice to be given to landlords as regards improvements of the secondary scale is most objectionable. The matter of chalking entirely depends on the weather being unsuitable for other work. So also with regard to boning, draining, &c.”

“My own opinion is, this Act is all a piece of bosh—a perfect farce.”

The only conclusion that can be fairly arrived at from the consideration of the returns thus summarised is that the Agricultural Holdings Act has not either directly or indirectly afforded any appreciable benefit to the tenant-farmers. In short, this measure, introduced with great ceremony, and passed through Parliament at the sacrifice of much valuable time, must be pronounced a failure.

The apologists of the Act claim that it has reversed the presumption of the law as it affects landlord and tenant. It has done nothing of the kind. An Act that is to so great an extent a dead letter cannot correctly be said to have changed the presumption of the law in any way. With nineteen tenants out of twenty—perhaps with ninety-nine out of a hundred—the presumption is that they have no claim under the Act. But let us take the case of one of the few tenants who have been allowed, and have chosen, to come under the Act, and see if the presumption is that he will be paid the value of his unexhausted improvements. He has carried out, let us suppose, improvements of all classes. With respect to those of the first class, the most costly of all, before he can substantiate any claim he has first to prove that before executing them he had obtained his landlord's consent. Having proved that, he cannot even then

receive their full unexhausted value, simply because, as in the case of buildings for instance, the Act does not under any circumstances allow him to claim a fair proportion of his expenditure. For improvements of the second class, again, the maximum allowances sanctioned by the Act fall short of the fair amount of compensation which he is justly entitled to receive. In addition to these disadvantages, he may find that a considerable proportion of the sum ultimately awarded to him has been swallowed up in legal expenses, as a consequence of the unwise facilities for litigation provided by the Act.

The tenant-farmers have much political power if they had but the good sense and courage to exercise it, and they might insist upon the thorough amendment of the Agricultural Holdings Act, including the addition of a compulsory clause. But the survival of old habits and prejudices is so strong amongst these modern representatives of the retainers of former times, that they have never shown themselves capable of effective combination for any object when their landlords were against them. They were only too completely united when with their landlords they sustained their part in the great struggle between Protection and Free Trade ; and in the contest with their labourers, when the landowners were again with them, they have more recently shown a great power of combination for a common object. But it is doubtful whether in any cause they could fight without their "natural leaders," and certain that they are not yet independent enough to fight against them. Thus it happens that although in their Clubs and Chambers they complain grievously of insecurity of capital, game devastation, local administration, the Malt Tax, and other disadvantages, they act at the polling-booth as if they had nothing whatever to complain of. They send to Parliament landowners who they know will resist a good Tenant-Right Act and preserve the Game Laws, and who they suspect are not in.

earnest about the reform of Local Government or the repeal of the Malt Tax, sometimes rejecting candidates of their own class, as in East Aberdeenshire and Dorsetshire. The explanation of such apparent anomalies is, chiefly, that as a body, though of course with very numerous exceptions, the tenant-farmers of England, and to a less extent those of Scotland also, are afraid to vote as they please. It is only the few who speak out boldly in their Clubs and Chambers; the majority will seldom support these against the wishes of their landlords, especially if the latter are present. If it be asked how it is at a time like the present, when farming is certainly at a discount, that farmers should exhibit so much subserviency, the reply is not difficult to give. The old feeling of dependence is not easily removable, sustained as it is most carefully by the general policy of landowners, who let their farms for the most part from year to year, and in some instances at easy rents. Farmers have a great dread of being obliged to leave their holdings, partly owing to a feeling of attachment, easily imagined, partly because they would often have to leave capital behind them, and partly because, even if they have not done well where they are, they fear that they may do worse on land that they are not so well acquainted with. But they also have a most exaggerated appreciation of the advantage of a low rent. Hundreds of farmers for the sake of ten or even five shillings an acre are content to farm without security—which generally means to farm poorly, and to get pounds per acre less every year off the land than it might profitably be made to produce. On the whole, then, it is much to be feared that the relations of landlord and tenant will never be brought to a satisfactory condition by the unaided efforts of the tenants. A farming panic, which just now, unfortunately, does not appear so improbable as could be wished, might do much to uproot a long-standing political subserviency; but without some such catastrophe it will not be until the

people of the towns come to recognise their great interest in the reform of our Land Laws (using the term in its most comprehensive sense), or until the agricultural labourers have obtained the franchise, that any great change will take place.

III.—COMPULSORY TENANT-RIGHT, AND THE PUBLIC INTEREST THEREIN.

THERE are no political questions which more materially affect the welfare of the people at large than those which relate to the ownership and tenancy of land ; and yet there are few subjects upon which it is so difficult to excite an earnest public interest. The writings of Mr. J. S. Mill, and others of his school, and the publications of the Cobden Club, have done much to rouse the people from their apathy as far as the possession, inheritance, and transfer of land are concerned, and in the Game Laws an exceptional interest has for a long time been felt ; but no wide-spread effort has yet been made to obtain the reform of a system that is bad from beginning to end, whilst the important questions of Tenant-Right and the Law of Distress in its English and Scotch forms have been commonly regarded as merely farmers' questions. Vast as is the importance of all the branches of this great subject, I venture to think that those which most directly relate to the relations of the owners and cultivators of the soil are of the more immediate interest to consumers, and of these Tenant-Right undoubtedly takes the first place. It is a great misfortune that the security of tenants' capital should so generally be regarded as a question which only concerns landlords and tenants, because these two classes could not be safely left to settle it between themselves, even if they were fairly matched ; and the danger to the public interest is increased by the fact that in any contest between the two the tenants have no chance of maintaining their rights, which in the main are coincident with the furtherance of the national welfare. The people of the towns, or at least the majority, who are Liberals, have never forgiven

the farmers for the part they took in the struggle between Free Trade and Protection, and they are consequently predisposed to regard with indifference, if not with suspicion, any demand made by or for their old opponents. The farmers on their part, for the most part, keep up the old feud by showing a blind prejudice against anything of Radical origin. Yet it may be safely affirmed that there is not a single important demand now put forward on the farmer's behalf, the success of which would not conduce to the advantage of the people of town and country alike. This is especially the case with the demand for compensation for unexhausted improvements; for I do not hesitate to maintain that security for capital invested in agriculture is of greater importance to the people generally, and particularly to the farm-labourers, than it is even to the farmers themselves. To those who have not studied the question this assertion may appear paradoxical, but it will presently be seen that there is at least a great deal to be said in support of it. It is at any rate a truism that any reform which would attract more capital to the cultivation of the land must benefit the consumers of the produce of land, and it is equally certain that the only way to attract more capital is to make it secure to the investor, as far as the law can so make it. Corn has been so cheap of late years, owing to importation from foreign countries, that but little interest has been felt in its increased production at home. But, on the other hand, meat and dairy produce have been very dear, and the people are anxious for an increased supply. And here, if in no other way, the importance of insisting upon the fruits of agricultural capital being secured to its investors may be brought home to the minds of the consumers; for there is nothing more certain to result from the influx of capital to farming, which the security of that capital would promote, than an increased supply of meat, cheese, and butter. This fact alone should be enough to prove that the public interest in Tenant-Right is sufficiently important to render it advisable to override a pre-

judice which has hitherto stood in the way of such legislation as can alone render the capital of tenants invested in agriculture really secure, that is, the prejudice against what is called interfering with freedom of contract. This prejudice made the Agricultural Holdings Act a permissive measure, and therefore, as we have seen, a failure. The security of the tenant's capital remains, almost as much as it ever was, dependent upon the mere caprice of the landlord. Nothing short of compulsory Tenant-Right will be effectual. This was confidently asserted by those who best understood the question long before the Agricultural Holdings Act was passed, and the result has shown that they were right. But still the opponents of compulsion are as firm as ever in their resistance. This is not surprising when it is borne in mind that the chief opponents of compulsion are the landowners and their humble and obedient servants the land-agents; for we know that "there are none so blind as those who will not see." Unfortunately, however, their appeals to the prejudices of the public, including a large section of the farmers, have had a great effect. Compulsion is "un-English;" it is "an insult to the farmers to assume that they cannot make their own bargains." These and similar catch-phrases have done their work effectually, although they will not bear a moment's serious examination. Such appeals are usually more effective than argument, until people come to see their emptiness, and then they are brushed contemptuously aside as the work of reform goes on. In the meantime all that reformers can do is to keep on teaching the truths they wish to have recognised, only too happy when their foes condescend to meet them in the fair field of discussion. Until recently it has not been easy to know where to grapple with the foes of compulsory Tenant-Right; for their arguments, when they used any, had not been presented to us in a collected form. It was, therefore, with genuine pleasure that many of us welcomed a recently-published paper by one of the most able of our opponents.

The March number of the *Contemporary Review* contained an article on "The Agricultural Holdings Act," by his Grace the Duke of Argyll, which, I believe, states exhaustively, and, it need hardly be added, with great ability, the arguments which have been or can be urged against a compulsory tenants' compensation Act. To reply to that paper, then, will be to reply to the opponents of compulsory legislation at large, and not to enter into a merely passing, still less a merely personal controversy.

It would be idle to complain that the Duke of Argyll, like all other opponents of compulsion, ignores the interest of the public in the security of the tenant's outlay on agricultural improvements, because it would be impossible for his Grace to deal with that portion of the question without damaging his own side. Nor does the Duke stand alone in refusing to recognise the true principle of tenants' compensation; for in this respect he is at one with the framers and adaptors of the Agricultural Holdings Act, who ignored that principle as far as it would have been advantageous to the tenant, and only dragged it in for the exclusive security of the successors of limited owners. The true principle of compensation for unexhausted improvements is, briefly, that of payment for value received by the landlord. The Duke of Argyll all through his argument assumes that it is something quite different, namely, payment for the tenant's unrecouped expenditure. The false issue thus raised detracts very considerably, I venture to think, from the value of his Grace's arguments; because, even if it were admitted that those arguments are valid as far as they go, it would still have to be maintained that they do not touch the question whether or not the improving tenant under existing conditions has security for the full value of his unexhausted improvements.

It is not necessary to my present purpose to discuss the question whether the possession of land is or is not correctly described as a monopoly, which the Duke

denies. It resembles more exactly, perhaps, a close corporation, the members of which are bound together by a tacit understanding to uphold old customs and privileges. Neither English nor Scotch tenants ask that rents should be fixed by public valuers or Courts of Law on the ground that landownership is a monopoly and should be controlled as such. What they, or many of them, do ask is that compensation to tenants should be compulsory, because landlords possess a preponderating power over the conditions of land-tenancy. They urge that in the vast majority of instances a man, if he hires land at all in this country, must take it upon terms which he feels are inequitable, and which will render any considerable and continuous investment of capital in improvements unsafe. The Duke of Argyll does not admit that this plea is based upon facts. He cannot deny that the owners of land have the upper hand in the arrangement of the terms of letting it; but he maintains that this superiority is solely due to the great demand for farms, and he further alleges that it is not used unfairly. That this superiority of contracting power on the part of the landlord is to be attributed in great measure to the keen competition for the occupation of land that has for some time past existed no one will deny; but it is not solely owing to this contingency. It is in part due, as already intimated, to the general unanimity on the part of a homogeneous class in favour of preserving ancient customs and privileges. This, however, is a point of comparatively small importance. The inequality of the contracting powers of landlords and tenants is generally admitted, and whatever its cause or causes may be, it affords a *prima facie* ground for legislative interference, although, no doubt, the advisability of such intervention depends upon considerations of justice to the individual or the class, or upon reasons of public utility, or upon both.

The majority of our legislators decided last session that interference between landlord and tenant was not

necessary; but at the same time they recognised the tenant's right to be paid for those improvements which are unexhausted at the time of his quitting his occupation. They recognised that right, though they did not secure it. The Duke of Argyll does not go even as far as this; for he not only denies the justice of assuming that a tenant leaving unexhausted improvements is entitled to compensation for them, but maintains, on the contrary, that the presumption is that the tenant has been compensated beforehand by a low rent or some other advantages inherent to his contract. After admitting it to be desirable "that persons hiring land by contract for agricultural purposes should have adequate security for whatever they may invest in the cultivation or improvement of their holding," his Grace adds:—"The proposal to give this security by a compulsory law obviously proceeds upon two assumptions—first, that as a matter of fact agricultural tenants do not now possess such adequate security as the result of contract; and secondly, that Parliament can give it to them by legislation." This is a fair synopsis of the position taken by the advocates of compulsory legislation, and it has been amply substantiated. But the Duke of Argyll maintains on the contrary, "first, that as a matter of fact agricultural tenants do now enjoy greater security for all the capital they invest than almost any other professional class; and secondly, that in the long run, better security cannot be given by any legislation of the kind proposed." In support of the first of these propositions the Duke next proceeds to urge that the sharpness of competition for the hire of farms, which is commonly relied upon to prove that adequate security cannot be got by contract, really shows that such security is actually enjoyed. "For," he argues, "sharpness of competition in any trade can only arise from the number of persons desirous of engaging in it, and this again is the best measure and index of the profit and advantage it affords." These arguments are specious, but on examination they will be

found to be fallacious. With respect to the allegation that sharp competition for farms is "the best measure and index of the profit" of farming, it is hardly necessary to say much, as the very small profit which farm capital yields is well known. The great demand for farms is occasioned by a general liking for the occupation of farming, and not a few desire to farm more for amusement than profit. As long as they pay their way they do not much care about saving anything, and it is not of any great importance, as far as they only are concerned, if they obtain no profit. There is, however, this cause for regret, that the increased competition for land which their pursuit of farming as an amusement occasions seriously increases the difficulties of those who have to get their living by that business, and it is but a very meagre income that most of the latter have obtained for many years past. Nor does the great demand for farms prove that the capital invested in farming is secure. Every tenant who desires to farm well knows that, unless he has a lease, he cannot do so without risk; and he deliberately encounters that risk simply because he cannot obtain a farm without it. The same attractions which increase the competition for farms, in spite of the meagre profits of farming, operate to keep up the demand in spite of the insecurity of the capital invested. I do not say that the capital of all tenants is insecure, because if a man makes up his mind not to improve his farm, his capital is as safe as it would be in any other business; but Tenant-Right legislation was never demanded for men who farm "from hand to mouth." Even if it were admitted that the Duke of Argyll is right when he says that agricultural tenants enjoy adequate security for "all the capital they invest," the necessity for legislation in order to give security for improvements would not be disproved; for the public interest demands that the utmost remunerative development of the resources of the soil should be made safe by giving the investor a right to the fruits of his outlay. But, as a matter of fact, a large

number—perhaps the majority—of the tenants of this country are already farming at a risk, a portion of their capital being entirely unsecured. Whether they will be allowed to reap the benefit of their outlay depends upon the caprice, or the life, of their landlords. All the money which they sink that cannot be taken out of the land again in the course of a single season is liable at any time to be confiscated by means of a notice to quit, or an increase of rent—that is, an additional rent on their own improvements.

With a long lease before him, it is true that a farmer may safely improve his holding, but it must be for only a portion of the term. If he keeps on spending money in improvements up to the end of the lease, he runs a two-fold risk. He may either be turned out of the farm without a chance of hiring it again, or he may be rented on his own improvements. In common justice to himself, therefore, the leaseholder is bound to discontinue all improvements of a lasting nature several years before the termination of his lease; and during the last year or two he must for the same reason reduce his expenditure on feeding stuffs and artificial manures. Nor is there anything unfair, as the Duke of Argyll insinuates that there is, in thus “farming out” land at the end of a lease. The tenant is only morally, as he is legally, bound to yield up his holding in as good condition as it was in when he took it. To do more than this would be to make a present to his landlord; to do less would render him liable—apart from the Agricultural Holdings Act—to pay damages for deterioration. It is entirely the fault of the landlord that this see-saw system is pursued by men who have capital at their command. The owner of a farm can either agree to pay compensation for unexhausted improvements, or he can renew the lease some years previous to its termination. When he does neither he has no reason to complain if his land is in no better condition at the end than it was at the beginning of the lease.

The Duke further avers that whenever the heavier outlays of improvement are done by the occupier, "they are done on the calculation that on the terms under which he holds his farm his outlay will be profitable." No doubt they are; but a calculation is not security. A yearly tenant's calculation as to the safety of an investment is generally based on his belief in the justice and good feeling of his landlord, and as long as he votes right, keeps in good favour with agent and gamekeeper, and in other respects behaves like a submissive and obedient tenant, the odds are in favour of the safety of his capital. But is it right that a farmer should only be able to do his best by the land on such conditions as these? Few know at what a fearful price of subserviency and political prostitution the partial safety of such risky investments is sometimes purchased. Happily, the "good understanding" often subsists without any—or, at least, without the most objectionable—of these drawbacks; but at the best it is a spurious security. "It has," says Mr. Wren Hoskyns, in his admirable essay on *The Land Laws of England*, "this defect, that as it offers no banking security, it increases the dependence of the English as compared with the Scotch tenant, and the analogy which in this respect exists between his own holding and that of the owner who has to play the banker's part. In both, the nature of the tenure discourages the outlay of private capital by those who possess it, and prevents the employment of loaned capital by those who would borrow it."*

Although reliance on a good understanding may often be justified by results, it is liable to lead to the most disastrous results where it is most confidently believed to be safe. The best of landlords is only mortal, and he may be succeeded by a grasping or needy heir, who will not respect the sanctity of property which has no better security than a tacit compact to

* *System of Land Tenure* (Cobden Club), New Edition, p. 110.

which he was not a party. Or the tenant may die prematurely, leaving his family heavy losers, or perhaps destitute, as the result of his false notion of security. But, without any such contingencies, the improving tenant too often finds that his confidence has been misplaced, and that he has either to leave his farm unexpectedly or to pay a supplementary rent on the results of his own outlay. Such cases are common enough to create a general sense of insecurity, and thus to render yearly occupiers cautious about laying out more money than they can get back within a very short period.

We are told that the tenant who improves his farm bases his calculation of the safety of making the outlay upon two elements, namely, "on a production which does increase, as compared with a rent which does not increase, during a certain period of time." Now we have just seen that a yearly tenant (and the case of leases has been previously disposed of) has not any real security, either that his rent will not increase, or that he will hold his farm for any certain period of time. What then can his calculation be worth? At the best it is only a calculation of mere chances—a species of gambling—which, although the odds may be in his favour, is not a legitimate commercial venture. But the Duke of Argyll argues, not only that such a calculation is generally safe, but that it is all that the tenant needs, and that anything in the way of payment to him for his unexhausted improvements when he leaves the farm would be both unnecessary and unjust. He says:—"In every case in which a farmer makes this calculation with the average prudence which his trade requires, and with the average success which attends it, any direct payment to him by the owner at the close of their contract with each other would be a transaction enabling the occupier to recover his capital twice over—once in the form of profits, and a second time in the form of 'compensations' for having made them." Here we have that mistaken idea of Tenant-Right previously alluded to, namely, the idea

that it is the right to be paid for unrecouped expenditure (but only, I presume it would be insisted, when it happens to be remunerative), instead of the right to be paid for the value of unexhausted improvements, or, in other words, for value received by the landlord. To be both just and consistent, one who holds this theory should urge that the occupier who executes what is generally supposed to be an improvement ought to be repaid its unreturned cost when it turns out to be a failure, since he is not to have the full value when it is a success. But these two wrongs would not constitute one right. The only true principle is that of payment for results. When a tenant invests his capital in the soil of his landlord he makes a speculation. He may have mistaken the nature of the soil, or the seasons may be against him, so that his speculation is a failure. In that case he loses his capital wholly or in part, and the loss is very properly his alone. But if, on the other hand, his speculation turns out to be a success, no impartial person can deny that he has a moral right to the whole fruits of his improvement, even if he has been repaid his expenditure over and over again. The opposite argument in effect says—not so: if the tenant spends his capital unadvisedly, or if bad luck makes the expenditure unremunerative, his must be the loss; but if the investment should be profitable, all that the investor has a right to is the return of his original outlay with a fair profit.

Holding to this one-sided view of Tenant-Right, the Duke proceeds to plead that even in cases in which there may be some doubt as to the occupier having been fully repaid for his outlay on an improvement before he quits the farm, it is wrong to assume that there is any general presumption in favour of his right to compensation from the owner, because on many large estates the tenants practically receive compensation beforehand in the form of preferential rents, that is, rents lower than the farms would command if put up to public competition. Now it is true that these preferential rents exist on a limited

number of estates, though as a matter of fact the discount off the full letting value of land is generally compounded for in the form of over-preservation of game, disadvantageous restrictions as to cropping, or some other real or supposed "valuable consideration." But a preferential rent can only be said to give compensation for unexhausted improvements in those very rare instances in which land is let on an improving lease. In the case of an improving lease the tenant agrees, in consideration of a low rent, or no rent at all, to make certain specified improvements within a given time. Such a tenant has received compensation beforehand, and he cannot justly claim anything further when he quits the farm. But in ordinary cases there is no stipulation as to the carrying out of improvements by the tenant, however low the rent may be. All that the occupier contracts to do is to farm "in a good and husbandlike manner," or, in other words, to keep the farm up to a fair average state of cultivation. If he falls short of the performance of this duty, he is liable to be fined for his neglect; if he goes beyond it he has a fair claim to compensation. This is denied, and we are told that the tenant has already received compensation in the shape of a low rent. But how can it be so when it must be admitted that the tenant gets no more if he improves than if he does not? A. and B., let us suppose, are tenants occupying holdings of the same value and rent on an estate rented at less than the full market value, and both their farms are in fair average condition when they take them. A. farms simply in "a good and husbandlike manner," and, when he quits, leaves his farm in about the same condition as it was in when he took it. B., on the other hand, in addition to farming in a good and husbandlike manner, invests a large amount of capital in improvements of a durable nature, so that when he quits, the farm is worth a thousand pounds more than when he took it, in addition to the "natural increment," if any, and solely as the result of his

uncovenanted enterprise. Now if both have had their farms for the same period, A. will have received precisely the same amount of advantage from a low rent as B., and it follows, therefore, that B. will not have obtained a penny of compensation for his unexhausted improvements. In whatever light, then, an abatement from the full letting value of a farm may be regarded—whether as a generous gift, as the result of carelessness, or as a species of bribe—it obviously cannot be considered as a payment beforehand for unexhausted improvements. B.'s landlord pockets the thousand pounds, which in justice belong to B., without having paid a penny of compensation.

Having so far followed the arguments intended to show that compulsory legislation is not required because tenants already enjoy full security for their capital, let us now see on what grounds it is maintained that no better security could be given by a compulsory law. It is not necessary to discuss the Duke's elaborate statement of the difficulty of accurately ascertaining when a tenant has or has not been recouped for his outlay on improvements, because as we have seen that is not a point that need be inquired into at all. It may be at once admitted that it would be impossible to legislate so as to insure that every tenant would be exactly repaid the value of his unrealised investments, or even the exact value of his unexhausted improvements; but it by no means follows that "the only alternative" is "to assume some arbitrary scale of years for certain specified kinds of improvement, and to require that scale to be applied in all cases alike." The Landlord and Tenant Bill most carefully guarded against any such indiscriminating remuneration, and that is one of its many points of superiority compared with the Agricultural Holdings Act. It is true that in Mr. Howard's Bill there was a maximum term for each class of improvements, and that no claim under it could be made in respect of any outlay incurred at a time beyond such limit; but within the term full liberty was allowed to the valuers to exercise

their judgment as to the actual value of each improvement to the holding, and to assess the compensation accordingly.

But the argument to which it appears the Duke of Argyll attaches most weight in his endeavour to prove that compulsory legislation would not increase the security of tenants' capital is this—that the whole prospective value of the new "privilege" would be discounted in the rent market; or, in other words, that whatever might be the value to occupiers of the new security, competition would compel them to pay its full equivalent in the form of increased rents. Now if this is true with respect to security given by Act of Parliament, it is equally true in the case of security obtained by private contracts. If landlords generally were to agree to insert compensatory provisions in their farm agreements, no doubt land would be worth more to farm, competition would increase, and rents would rise, just as if the advantage were afforded by compulsory legislation. The assumption, however, that in either case the tenant would have no share in the benefits that would certainly arise from stimulating the employment of an increased amount of capital in agriculture is purely gratuitous. It may be true—though the future alone can prove it—that the tenants of fifty years hence will be no better off for any change in agricultural economy now adopted; but if it is true, is it not a most mischievous doctrine to teach? To push the theory to its legitimate conclusions would be to maintain that no advance in agricultural knowledge, in superior economy and management, in mechanical contrivance, or in chemical discovery, can possibly benefit the middle man. This argument was used by Mr. Lowe in his reply to a deputation of farmers which waited on him when he was Chancellor of the Exchequer to ask for the repeal of the Malt Tax; and it might with as good a claim to validity be used to show the futility, as far as the tenant-farmer is concerned, of every agricultural improvement.

The "moral" is—rest contented in perpetual stagnation. Fortunately the application of this desolating lesson is impossible. All classes must move with the general progress of the times, and those who try to hang back go to the wall. The theory may be varied so as to apply to other classes as well as to farmers; but whenever and however it is used the answer is practically the same. It may be, or it may not be, that advantages gained by any class to-day will be gradually dissipated, and ultimately will be absorbed by some other class, or by the community at large; but every age brings new difficulties to farmers as to other classes, and these must be met by new expedients to counteract them. No matter if such expedients are not likely to be permanently effective; they meet a present need, and must be adopted by those who would not be overwhelmed by the difficulties which they cannot otherwise overcome. A cotton-spinner who adopts improved machinery in his factory may not obtain a higher rate of interest in his capital a few years after its introduction than he got before; but he must use it nevertheless, or he will not be able to hold his own against competitors.

The above is the least that can be said in reply to the *cui bono* argument, and to stop here would be to accord it too much credit. After all, the assertion that an advance made or a concession gained by a class will ultimately cease to be advantageous to that particular class is only a surmise, whilst the immediate benefit secured is a palpable fact. The cotton-spinner obtains, at least for a time—perhaps for his life—a greater profit on his manufactures as the result of using improved machinery; and although competition may prevent his son who succeeds him from getting the same rate of profit, the young man will probably have a larger amount of capital at his disposal than he would have possessed if it had not been for his father's enterprise.

But let us go back to the tenant-farmer, whose case is at least as favourable to my argument as that of the

cotton-spinner. It seems to me utterly unreasonable to suppose that if every landlord were compelled to compensate his tenants for unexhausted improvements, the "whole prospective value" of the new right would be discounted in the rent market, although part of it probably would be. In the course of one of the debates on the Agricultural Holdings Bill, a Member observed that with his experience of farmers he was strongly of opinion that they would be very slow to see in the contingent advantages of the proposed reform a sufficient indemnification for increased rents. There is sufficient truth in this remark to show the unlikelihood of all the advantages of compulsory Tenant-Right being at once swallowed up by increased rents. As far as equity is concerned there is certainly no reason why an occupier should be required to pay more rent simply because he has obtained the assurance that when he quits his farm his landlord will pay him for value received.

For my own part I am fully persuaded that the value of the security which a compulsory law alone can afford to the occupier would be worth very much more than its cost. Indeed, its value as an insurance against the ruinous loss to which an improving tenant during his life, and his family after his death, are now liable, would be inestimable. After all, too, low rents are the exceptions, and not the rule, and it is unfair to deny the mass of tenants the security which they require for fear that a few privileged men will have their rents raised.

The following estimate of what an occupier can justly claim must not be allowed to go unchallenged. Objecting to the doctrine "that improvements executed by an occupier upon an owner's land are to belong exclusively to the occupier," the Duke says: "The land is the owner's capital, and in the case of a small owner it may very probably be the only capital he possesses. Indeed, he will be fortunate if he has not had to borrow in

order to complete the purchase. The increased produce which 'improvements' may yield is the product not of one factor, but of two. One of these is the labour of the tenant; the other represents the capital of the owner. Each contributes an essential element to the result. The equitable arrangement would seem to be that which mutual interest generally secures under freedom of contract—namely, that the tenant should enjoy the whole increment of produce until the value of his labour has been returned with interest, and that after this, the increment of produce should be divided in the usual proportions which are represented by an improved rent." The land is, as here stated, the owner's capital, and the rent is his legitimate interest or profit; but surely it does not follow that if the tenant out of his own pocket makes an addition to the value of the land, part of that addition ought to belong to the owner. It is utterly misleading to represent the landlord as finding the capital, and the tenant the labour merely. Indeed, it is misleading to state that the owner finds any part of the capital of an improvement which the occupier carries out at his own expense. If a tenant buys a thousand loads of chalk, and spreads it on the land, where is the landlord's factor in the improvement? How can it be said that he supplies the capital, and the tenant the labour only? In reality, the latter supplies both, and the landlord nothing. All that the landlord finds is the unimproved land: the improvement itself is solely the result of the tenant's expenditure on chalk and labour. Let us suppose that the tenant has to quit the farm when the unexhausted value of this improvement is £200. How can it be shown that the landlord has any right to this money, or to any part of it? If the tenant had quitted without leaving the farm increased in value, the landlord would have had no ground of complaint. Yet when he receives a bonus which has not cost him a penny, we are told that he has a right to it. The amount of profit which the tenant may have obtained from his

improvement before he leaves the farm does not in the least affect the question—to whom does this £200 rightfully belong? If he has been doubly repaid his outlay (though this is extremely improbable), I maintain that he still has a right to the full value of the residue. If the application of the chalk had turned out to be unremunerative, as it would have done if the soil had not been deficient in lime, would it be admitted that there were two factors to the loss—one, the land (the capital) of the owner, and the other the misspent labour of the tenant? Would it then be said that the landlord should share the heavy loss that would have been incurred? Certainly not: the loss of a bad investment falls entirely—and justly—upon the investor; and, conversely, the whole profit of a good investment should be his.

Let us take a case analogous to the above. A capitalist lends a man of business a thousand pounds on good security and at a fair rate of interest. The man of business uses that sum profitably in his investments, and thus adds to it, besides paying interest upon it regularly. When the loan is returned, is the capitalist entitled to claim the increment, or any part of it, as well as the original sum lent? Following a distinguished example, he might argue with the man of business as follows: "This increment is the product of two factors. One of these is your enterprise and industry; the other represents my capital. Each of us has contributed an essential element to the result. The equitable arrangement would seem to be, therefore, that as you have enjoyed the whole increment of profit until the value of your enterprise and industry has been returned with interest, what remains should be shared between us." It is to be feared that the man of business would not see the force of this argument; yet it is every bit as sound in this case as when applied to a tenant's improvements.

It is objected that the doctrine I am at present maintaining "can only be defended on the ground that the contribution of ownership is no contribution at all."

Precisely so : there is no such thing as a contribution of ownership to an improvement which is wholly paid for by the tenant. An agricultural improvement is something superadded to the land, and when it is made by the occupier it ought to be considered a distinct property, and exclusively his, until he has been paid for it. The legitimate profit of the landlord's capital is his rent and the "natural increment" in the value of land. When he seeks to increase that profit by appropriating the improvements of his tenant, he is, in plain English, guilty of fraud.

The objections to what is called interfering with freedom of contract have been replied to at some length by Mr. James Howard,* by the present writer,† and by many others. A detailed recapitulation would, therefore, be tedious ; but the subject cannot be altogether passed over. As a matter of fact, compulsory Tenant-Right need interfere with freedom of contract to a very limited extent only ; for under it the utmost freedom consistent with the strict enforcement of the principle of payment for value received might be permitted. That principle is recognised, but not enforced, by the Agricultural Holdings Act ; it has an undisputed authority in the commercial world ; and whenever an individual or a class, with the sole exception of the tenant-farmers, has been shown to be powerless to enforce it by means of private arrangement, the Law, in one or other of its divisions, has never failed to exercise its power. It has been said that the Law never interferes in the way referred to except for the protection of children, life, health, or morality ; but this is not true. Mr. James Howard, in the paper just referred to, says : "I gather from legal sources that the theory of Government proceeds upon the assumption that all bargains must be subordinate to the general interest ; that contracts

* *Freedom of Contract in Relation to Farm Tenancies.* A Paper read before the Farmers' Club, March 1st, 1875.

† *Fortnightly Review*, May, 1875.

conflicting with common welfare cannot be permitted. That if it can be shown that the making of any class of bargains is irreconcilable with the public good, then, although the agreement may be not unreasonable, as between the actual parties, a broad and solid ground exists for legal intervention. That if from any reason the parties to a certain class of agreements cannot meet on equal terms, and those who hold the stronger position can obtain advantages at the cost of those who are in any degree dependent, if the arrangement be one of public importance and frequent occurrence, then controlling influence is both necessary and salutary. So clear is the doctrine that contracts must not contravene the common good, that, unaided by enactments, the rigid Courts of Common Law, as well as the elastic Courts of Equity, have not scrupled at pronouncing the most diverse agreements illegal, on the simple ground that they were opposed to public policy." Nor is it only where the public welfare is concerned that the Law exercises control over freedom of contract. It interferes, as I have elsewhere stated, between master and servant, solicitor and client, trustee and beneficiary, debtor and creditor, guardian and ward, agent and principal, buyer and seller, railway company and passenger, carrier and consignee, cabman and traveller, doctor and patient, innkeeper and tippler, pawnbroker and pledger, and mortgagor and mortgagee. The last-mentioned of these very common instances of interference with freedom of contract in our everyday life is thus referred to by Mr. Howard:—"A striking and significant doctrine of equity is the rule relating to the redemption of mortgages. The American jurist, Mr. Justice Story, has traced the doctrine upward to the civil law of ancient Rome, and thence downward to the laws of modern continental nations. Here is a right possessed by the borrower that no paper or parchment can limit, a protection of weakness against strength, a restriction in 'freedom of contract' universally recognised and indisputable."

We do not find landlords objecting to interference with freedom of contract where, as in the above case, their own property is endangered. Even between landlord and tenant in this country—to take another instance from Mr. Howard's paper—freedom of contract is already interfered with, as far as regards the payment of Property Tax; for, although the landlord may bargain that his tenant shall pay all other taxes and rates now imposed, or hereafter to be imposed, the law compels him to except the Property Tax.

With those who bow down to precedents where they would not bend to reason, these instances, amongst many that might be adduced, should have some weight. But whilst I maintain that as a matter of justice to a class of men who are not in a position to protect themselves against spoliation a compulsory compensation law should be enacted, I think the plea for such a law becomes infinitely stronger when the interests of the nation are considered. The people of any country are perfectly justified in insisting that those who hold the stewardship of the national land shall either administer their trust in conformity with the public weal, or resign it into the hands of others. I hope enough has been said in the foregoing remarks to show that the interests of the people of this country are very materially concerned in attracting more capital to the land by making it secure from misappropriation, and that such security can only be afforded by means of compulsory legislation. It is a disputed point whether, as some good authorities assert, the land of England could be made to yield double its present produce. Whether this is true as far as corn is concerned is doubtful; but if all kinds of agricultural produce are taken into account there cannot be any reasonable doubt that far more than double the present produce could be obtained. There are already many farms in the country which yield per acre more than twice as much as others equally fertile in their unimproved state. Why should not

such instances become the rule rather than the exception? To make them so the capital of the tenants must be made as secure as if the land were their own, or as nearly so as possible. No doubt even then the improvement would be gradual; but that it would take place there is every reason to feel confident. There is capital in abundance in the country which would be both more usefully and more profitably employed in agriculture than in feathering the nests of the promoters of unsound foreign loans.

There is one class of our countrymen in which the public have recently shown a strong interest, which has a peculiar interest in the question now under consideration. Mr. Joseph Arch and other leaders of the farm labourers, have themselves fully recognised the necessity of compulsory Tenant-Right as the only means of stimulating agricultural enterprise to such an extent as to lead to the satisfaction of their demand for higher wages. They know, although they do not publicly admit, that farmers cannot afford to give high wages to the present number of men employed on the land until either rents are lowered or produce is increased. But the lowering of rents alone, although it would enable farmers to pay higher wages, would not necessarily conduce to that result. Indeed, the probability is that it would have an opposite tendency; for low rents, without security of capital, are generally accompanied by low farming, and a consequent small demand for labour. On the other hand, the labourers would be the first to receive benefit from the great impetus that would be given to agricultural enterprise by rendering agricultural capital secure. The present is a time of severe agricultural depression, and farmers generally show a strong disposition to cut down expenses in every possible way. When this is the case the first attempt to economise is almost invariably directed to a reduction of the labour expenses. The area of pasture land has already increased, as shown by the Agricultural Returns, and if the process of laying

land down to grass goes on, a very serious diminution in the employment of labour will result. Anything which would counteract this tendency, therefore, is urgently desirable in the interest of the farm labourers.

Even the landowners would ultimately benefit by being compelled to do justice to their tenants ; for farms in a good state of cultivation are always at a premium, and any payments which they would be called upon to make for improvements would yield a certain and satisfactory interest in the form of increased rents.

All classes of the people, then, would be benefited by compulsory Tenant-Right ; and when we ask what there is to hinder the attainment of the great national advantage that would thus be gained, the only reply that can with truth be given is—a mere prejudice against interfering with freedom of contract.

In spite of the failure of the Agricultural Holdings (England) Act, an identical measure for Scotland is now passing through Parliament. The Scottish farmers, through their representative associations, have protested against such futile legislation, and although they are divided on the question of compulsion, they are almost unanimous in declaring that the Bill in its present shape is practically useless. The great majority of farms in Scotland are let on leases of nineteen or twenty-one years, and there is consequently a less urgent necessity for a Tenant-Right Act there than in England. Still the want of some provisions for securing compensation at the conclusion of leases is generally felt. It would do much towards putting an end to that mischievous see-saw system of farming which has been referred to as characteristic of leases without Tenant-Right. But a permissive Act would be even less operative in Scotland, if possible, than in this country ; for a reference to the returns given in the Appendix will show that wherever leases are general in England the Agricultural Holdings Act has been rejected. The agricultural newspapers which circulate most widely in Scotland have all along

been strong in their condemnation of permissive legislation as practically useless. Yet in Scotland, as in England, a senseless prejudice against interfering with freedom of contract stops the way of a sound reform that would do more than all other influences combined to advance the most important of all industries, and by that advancement to conduce to the great and lasting benefit of all classes of the community.

IV.—OTHER DESIRABLE REFORMS.

THE mischievous effects of Entail, Primogeniture, and our complicated and expensive system of land transfer, have been dwelt on at length by so many recent writers that it is unnecessary to say much on these subjects in the present essay. Free trade in land, in the widest sense of the term, is essential to the untrammelled progress of agricultural development. We have seen that even in a permissive tenants' compensation Act it was considered necessary to make special provisions for the protection of the limited owner, and wherever we meet with this vampire of our land system we find him to be a drain upon the resources of the soil, and an incubus upon improvement. It would be impossible to devise a form of landownership more detrimental to the public interest than one of mere life-tenancy, which affords the strongest inducement to the nominal owner to take the most he can get out of the land, and spend the least upon it. If, as Mr. W. Fowler appears to* think, the estimate that 70 per cent. of the cultivated area of this country is in the hands of limited owners holding under settlements is rather under than over the mark, the waste occasioned by the action of the Law of Entail is incalculable. It is monstrous that the resources of the nation should be thus drained for the mere purpose of fostering the family pride (for their interests are opposed to the system) of our territorial aristocracy.

It is obvious that if every nominal owner of land held it on such terms that it would be to his interest to develop its resources to the utmost profitable extent,

* *The Present Aspect of the Land Question*, p. 17.

there would be less urgent need than there is now for a law to secure the capital of tenants. Such permanent improvements as building, draining, road-making, embanking, and the making of reservoirs, should be executed by the owner; and it is only because to a very great extent these landlords' duties have been neglected that the tenants who perform them instead require to have the capital thus invested secured to them. Improvements of a less permanent character would still require to be made secure for the tenant to carry out. Indeed, it would be well to give him security for all kinds of improvements; but he would be only too ready to leave his landlord to do all that the latter would do. The custom of Primogeniture and an intricate and costly system of transfer, again, prevent that advantageous distribution of landed property which would place it in the hands of those who are best able to do justice to it. There are some who think that a multitude of peasant-proprietors would best do justice to the soil. I am not of opinion that peasant-proprietorship as a general system would in this country be the most advantageous, either for any class of the people, or for the community generally; but I would give the system a fair field to extend itself as far as would be found profitable. A few peasant-proprietors in every parish or district would probably make good livings, besides being useful to the public as purveyors of garden, dairy, and poultry produce. The removal of all hindrances to free trade in land, including, of course, Entail and Primogeniture, would give the small cultivator a fair chance in the competition of the land market, and more than this it is not desirable to provide.

The Game Question, as the most fruitful of all causes of dispute between landlord and tenant, cannot be allowed to remain long unsettled. The enormous loss occasioned by game preserving is generally acknowledged, and it is only the great power of the game preservers in Parliament that has prevented the reform or abolition of the Game Laws from taking place long ago. Unfortunately

a large majority of the Members of both Houses are either game preservers or the intimate friends of game preservers. English farmers foolishly send such men to Parliament to represent, or rather to misrepresent them, and as long as they continue to commit political suicide in this way, the great game evil will not be eradicated. Almost to a man they would welcome such an alteration in the law as would give to the occupier of land an indefeasible right to the ground game on his farm. This would, of course, be interference with freedom of contract; but the necessity of such interference, illogically enough, is recognised in the case of game, where it is denied in that of compensation for unexhausted improvements. With respect to game, permissive legislation has been proved to be an utter failure. The game by law has long belonged to the occupier in England, but his right to kill it is on the great majority of estates—the large estates especially—taken from him by means of the overwhelming power which landlords exercise over the terms of private contract, a result which conclusively proves the futility of any permissive legislation directed towards the alteration of the relations of landlord and tenant. The smallest measure of reform, in relation to the Game Laws which is worthy of acceptance by the farmers or the public is that just named. It will not be enough to allow the tenant to trap, or ferret, or course merely, or to permit him, and him alone, to shoot ground game. He must have full liberty to destroy it, or to have it destroyed for him, in any way that he thinks proper. The result of such a measure would not be the annihilation of hares and rabbits, but only such a reduction of their numbers as would prevent them from doing an appreciable amount of damage to growing crops. The landlords would, therefore, still have the opportunity of indulging in such moderate sport as satisfied the more genuine sportsmen of former times. If it should be found after the passing of the measure thus suggested that any considerable proportion of the tenants preserved

ground game to a mischievous extent, a more stringent law would need to be passed.

Another suggestion which received the support of the late Mr. J. S. Mill, is that the existing Game Laws should be abolished, and that game of all kinds should be made the property of the occupier on whose farm it is reduced into possession. This plan is worthy of serious consideration. It would provide the most effective check to the depredations of the poacher, which would be perfectly intolerable if the Game Laws were abolished without any substitute. The poacher is a vagabond utterly undeserving of the sympathy which has been ignorantly lavished upon him, and if dead game were made the legal property of the occupier on whose land it is taken, the poacher would be recognised as the thief which he generally is. His friends, who only know him in the abstract, picture him as an honest and industrious man, who is tempted by the tender feelings of a father to take an occasional hare or rabbit in order to feed his starving children. In reality he is a lazy loafer, who seldom produces anything himself, and who gets a better living than is obtained by most industrious men of his class by taking wild animals fed by others, and selling them to the game-dealer. As a rule, he only works when he cannot poach or steal—for most habitual poachers are occasional thieves. He is a curse to the district in which he lives, generally a drunkard, and a wholesale corrupter of the lads who come under his influence. There are exceptions, just as there are rogues in higher classes of society, who, apart from their roguery, are agreeable and useful men. In this latter category the occasional poacher must be placed. It is seldom, however, that the sneaking and deceitful conduct inseparable from poaching fails to effect extensive demoralisation in the characters of its votaries. In reforming the Game Laws, then, we need not let any tenderness for the poacher stand in the way of what seems generally advisable.

But if game were made by law the property of the

occupier upon whose holding it is reduced into possession, it would still be necessary to prohibit him from assigning the right to preserve and kill ground game to any other person. If this precaution were not taken, landlords would have as much power as ever of reserving the shooting by means of agreement.

At the present time there are three Game Bills for Scotland before Parliament—those of Mr. M'Lagan, Sir Alexander Gordon, and Lord Elcho. None of them are satisfactory, but, of the three, Scottish tenants have made known their preference for the second. The Bill proposes to allow the tenant of an arable farm to kill hares and rabbits, or to delegate his right to kill the same to a son, or to one of his farm servants, provided that the name of the person so authorized is given to the landlord. This is a niggardly way of allowing the tenant to protect his crops, and that it should be considered the most advantageous out of three proposals of reform is not to say much for the two others. Mr. M'Lagan's Bill has already passed its second reading, and is understood to have the conditional support of the Government. Its chief merit is that it would reverse the legal presumption as to the right to kill game, which in Scotland is at present in favour of the landlord. But the Bill would not prevent the reservation of game to the landlord by agreement—ground game included. All that it does to protect the tenant from the loss which he is now so commonly subjected to is to give him a claim against his landlord for damages, and this only when the amount exceeds a sum to be named in every agreement to represent the damage that may be permitted without any compensation! The obvious objection to this proposal, apart from its insufficiency, is that it would lead to frequent litigation; for although the amount of compensation might be settled by arbitration if the parties could agree, we know from experience that on such a question the parties hardly ever would agree. Lord Elcho's Bill, is but a make-believe reform which it

is hardly worth while to describe. It proposes to give to an occupier the right to kill hares in future where he can kill rabbits now, unless the right of killing game is reserved to the owner, and to exempt such tenant from the necessity of taking out a gun licence. It would also give power to the tenant permitted to kill hares and rabbits to delegate his right to any one person approved by his landlord ; and, lastly, it would give a tenant a claim upon his landlord for damages sustained in consequence only of *increase* of game. Better by far wait a dozen years for a good Game Bill than pass any of these contemptible compromises, with the probable result of staving off effectual reform for another generation. Winged game probably does more good than harm, if we except pheasants in the immediate neighbourhood of their preserves. Farmers, therefore, are generally willing that the power to reserve the right to shoot winged game should be left to the landlord, provided that they themselves have an indefeasible right to the ground game. If game preservers were wise they would gladly accept this reasonable and moderate compromise. But they will probably persevere in their opposition to all reasonable reform until some really representative Government, with natural indignation, determines on the unconditional repeal of the Game Laws.

The Law of Distress is not generally felt to be an important grievance in England, as that more objectionable form of it, called Hypothec, is in Scotland. Yet the preference given to the landlord over other creditors is unjust and inexcusable. The landlord, of all creditors, has the best means of judging as to the tenant's position before he lets him any land ; and, indeed, the other creditors to some extent trust the tenant on account of the countenance which the landlord gives him by accepting him as a tenant. The landlord, then, should certainly have no priority of claim over other creditors. This privilege renders him careless as to the amount of

capital which his tenant may possess. He is certain of his rent if the crops are entirely grown, and the stock fed, by means of capital, or goods representing capital, supplied by others. Consequently he is safe in accepting any "man of straw" who offers him the highest rent. By this means rents are abnormally raised at the expense of bankers, merchants, tradesmen, and farmers. Complaint on this ground is particularly strong in Scotland, where farms are not uncommonly let by tender; and the number of cases in which tenants in that country have to give up their farms before the expiration of their leases gives some idea of the extent of the mischief. Farmers also complain that their credit with their bankers and all other people with whom they have dealings is injured by the paramount claims of their landlords. The Scotch Law of Hypothec is well known to be more objectionable than the English Law of Distress; and so strong and general is the feeling against it in Scotland that a large majority of the Scotch Members are pledged to vote for its repeal. Indeed, they have voted for its repeal on several occasions, and it is only the obduracy of the English landowners, who fear that if Hypothec goes the Law of Distress will soon follow, that has preserved this barbarous feudal law. Hardly any one has the hardihood to defend Hypothec on its own merits. When it is considered that the two reforms which Scotchmen are most earnest in pleading for, the abolition or modification of the Game Laws and the repeal of Hypothec, are denied to them by English Members of Parliament who persistently outvote their representatives, it is difficult to avoid the conclusion that our northern fellow-countrymen have more reason just now to ask for Home Rule than our less-patient friends on the other side of St. George's Channel have.

An intelligent section of the Scottish farmers, instead of asking for compulsory Tenant-Right, demand that all the laws which hinder the improvement of land and

all exceptional legal privileges which landlords possess should be abolished, so that landlords and tenants may have a fair field and no favour in their dealings with each other. Entail, Primogeniture, the Game Laws, and Hypothec, are all included in this demand. If this were granted, it must be admitted that the plea for compulsory compensation for tenants' improvements would be much less forcible than it is under existing circumstances, though it would be valid and important still. The tenant would undoubtedly stand on a more equal footing with his landlord than he now occupies, and the argument in favour of freedom of contract would be proportionately stronger. But unless the demand for farms should become much less active than it has been for a generation or more, the landlord would still have an unequal control over the terms of contracts. Even if complete equality in contracting power could be gained, the interest of the public in affording the utmost incentive to the development of the resources of the soil would be best subserved by a compulsory law. But at all events we cannot afford to wait till all injurious land laws and all unfair landlords' privileges are swept away. The necessity for giving security to the tenant's capital is urgent. The best authorities are of opinion that capital is being rapidly withdrawn from agriculture, and that nothing but legal security will restore and retain it. The expenses of farmers in respect of rent, labour, tradesmen's bills, live and dead working stock, living, rates and taxes—in short, all their outgoings—have greatly increased, and there is no prospect of a permanent rise in the value of their produce, but rather the reverse of that. Under such circumstances it has become apparent that only two methods of farming will pay: one, high farming with the economic help of the best machinery and all the most scientific appliances for the management of stock; and the other, low farming, including a return to a system of long fallows, and the laying down of land in permanent pasture. The former method triumphs over

increased expenses by still more increased production ; the latter avoids expenses in every possible way, and so makes up for a diminished production. The first needs a great expenditure of capital, which can only be encouraged by making that capital secure ; the second needs no security, because it requires no heavy investment for prospective benefits. It is for the country to choose between a system that will increase the supply of all kinds of agricultural produce, and especially of meat, and give remunerative employment to at least the present number of labourers ; and one that, comparatively speaking, will starve the nation and the labourers together.

APPENDIX.

Returns relating to the Operation

FROM THE "MARK LANE

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
ENGLAND.			
BEDFORDSHIRE—			
BARFORD	Melchbourne Estate, Lord St. John's and Mr. J. S. Crawley's.	From year to year.	In very few cases.
NORTH	Lord St. John's (7,000 acres) and part of Duke of Bedford's.	From year to year.	Not adopted...
NORTH-WEST	Countess Cowper's, Duke of Bedford's, Mr. C. Alston's, and Mr. W. F. Farrer's.	Generally from year to year, but Duke of Bedford's on lease.	Have not heard of any case.
WOBURN	Duke of Bedford's, Major Cooper's, Mr. Champion's.	Yearly	It has not been adopted.
BERKSHIRE—			
BORDER OF WILTS	Earl Craven's (19,225 acres), Mr. Chas. Eyre's (5,737), Sir R. Sutton's (nearly 3,000), Sir R. Burdett's (6,541), Marquis of Ailesbury's (1,566).	Mostly on lease, Sir R. Burdett's excepted.	I do not know a case.
SOUTH-WEST	Those of Mr. R. Benyon, Englefield; Major Thoyts, Sulhampstead; Mr. Darby Griffiths, Padworth; Major Alfred, Mortimer Park.	Year to year as a rule, or 2 years' notice. Very few leases.	Not been adopted to any extent.
BUCKINGHAMSHIRE			
AYLESBURY	Baron Rothschild's, Duke of Buckingham's, Lord Carrington's, Duke of Leeds', Mr. Aubrey's, Mr. Dupre's.	Year to year...	Have heard but little about it.
LITTLE MARLOW	—	On lease ...	In a few places
SOUTH	Lord Dartmouth's, Lord Northampton's, Mr. W. F. Farrer's (8,000 to 10,000).	Yearly generally; Mr. F.'s on lease.	I have not heard of any.
CAMBRIDGESHIRE			
CANTON... ..	—	Year to year...	Don't know of any.
GREAT EVERS DEN	Those of Earl Hardwick (8,000 acres), Queen's College (1,000), Mr. Beldom, Royston (1,000).	From year to year.	Not at all, as far as I can understand.
THORNEY	Duke of Bedford's, Lord Norman-ton's.	Year to year...	Not adopted...

of the Agricultural Holdings Act.

EXPRESS" OF MAY 1ST, 1876.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
Do not know of any.	Landlord .	—	—	In some cases on draining for 3 years, oilcake for 1 year.	No.
I know none.	Landlord .	They care little about it.	In its present shape it is of little use.	Some slight compensation has been allowed for draining.	No.
On none ...	Landlord .	No ...	It is considered to be most advantageous to the landlord.	For draining a sixth part of cost deducted yearly; for oilcake the last year's consumption for a stipulated amount.	No alterations have been made in present agreements.
On none that I am aware of.	Landlord .	I believe not.	Expense the tenant would be subjected to in getting compensation, and the uncertainty of getting it.	None whatever ...	None whatever.
I do not know one.	Landlord .	No decided wish to do so.	I have heard no reason expressed.	Only what has been the usual custom of the county. As they enter, so they leave.	I have heard of no offer of compensation.
—	—	Yes ...	—	No ...	—
Scarcely any	The landlord.	No ...	They would rather be allowed to make arrangements themselves than have them made by Act of Parliament.	Not to any extent.	It is generally thought it will lead to better agreements.
—	Landlord .	No ...	—	No ...	Yes.
None I know of.	Landlord .	No ...	They do not see any good to result from it.	Only where artificials are used.	I have not heard of any.
—	Landlord .	No ...	—	Not heard of any .	No.
I know none.	Landlord .	I believe all	—	No ...	I believe not.
None that I know of.	Landlord .	Most object to the Act.	—	No ...	Not that I am aware of.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
CHESHIRE—			
CONGLETON, ASTBURY, AND SOMERFORD	Sir Charles Shakerly's and Sir Philip Egerton's.	From year to year.	It has not been adopted in the district.
CENTRE... ..	Lord de Jobly's (say 6,000 acres), Lord Egerton's (10,000), R. E. Warburton's (5,000), Capt. Townshend's (1,500), Mr. J. C. Leigh's (7,000), Colonel Egerton Leigh's (5,000), Mr. Brook's (3,000), Mr. S. H. Smith Barry's (4,000), and Mr. O. P. Leigh's (2,000).	From year to year.	Not at all ...
WEST	Those of Lord Delamere (2,500 acres), Mr. G. F. Wilbraham (2,000), Mr. A. H. S. Barry (2,000)	From year to year.	Very much by small proprietors — two-thirds.
CORNWALL—			
CAMELFORD	The estates are generally small ...	Mostly on lease	Not adopted...
LOSTWITHIEL	Those of Mr. Jonathan Rashleigh, Mr. N. Kendall, Mr. R. Foster, Hon. G. M. Fortescue.	On lease ...	Not been put into practice.
EAST	Mr. T. Rood's, Mr. A. Archer's, and Col. Deakin's.	Generally on lease of 14 years.	To a very small extent indeed.
WEST	Those of Lord Robarts, Major Buller, Lord Falmouth, Mr. Bassett, Mr. M'Gregor, &c	Generally on lease; 14 to 21 years — a few from year to year.	Not one-fourth have adopted the Act.
WHOLE COUNTY ...	The estates of Lord Falmouth, Mr. C. H. T. Hawkins, Mr. John Tremayne, Hon. G. Fortescue, Mr. F. G. Gregor, and others.	Both systems prevail: rather more on lease.	Very small ...
CUMBERLAND—			
PENRITH	—	About half leasehold.	Not at all ...
EAST	Several	Mostly year to year.	Aware of only one case.
DITTO	Principally Lord Carlisle's, Naworth	Upon both systems.	Not much adopted.
WEST	Those of the Earl of Lonsdale, Messrs. T. Hartley, Wm. Stanley, Steward, Brocklebank, and Ponsonby.	The largest estates from year to year.	Not aware of any.
DERBYSHIRE—			
ASHBOURNE... ..	Snelston, Mr. John Harrison; Osmaston, Mr. John Wright; Tis-sington, Sir Wm. Fitzherbert; O'Keover, Mr. C. H. O'Keover.	From year to year.	Not heard of a single instance.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
—	Landlord.	No ...	We have confidence in our landlords.	Yes; draining, bones, and reclaiming waste land.	Yes; about 75 per cent.
On none ...	Landlord.	No ...	On some of the large estates, say Lord de Jobly's, and Lord Eger-ton's, compensation clauses have been in operation many years.	Bones, lime, draining, planting fences, and purchased manure. Bones and lime on a sliding scale of 8 years. Fences 10 years.	Not to my knowledge.
Mr. G. F. Wilbraham's, Mr. A. H. S. Barry's.	Landlord.	Seem to care little about	—	Principally for bones and manure when put on the year before leaving.	—
Aware of none.	—	No ...	Act considered of little value.	Scarcely any ...	—
—	Landlord.	—	—	None ...	No.
Adopted on no large estates.	The landlords in all cases.	The majority, decidedly, of the tenants do.	Those that have leases are quite indifferent about the Act.	No ...	No compensation, which tenants sadly and very justly complain of.
Know of none except Pen-dawes.	Landlord.	No ...	They prefer a mutual understanding, and arrangement by agreement.	Lease for 21 years considered compensation for improvements.	I believe they have merely given notice.
—	Landlord.	No ...	They think very little about it.	No ...	No.
Not any ...	Landlord.	Generally favourable	—	Not introduced ...	No.
Lord Lonsdale's.	Landlord.	They object to it.	Prefer making own agreements.	Only in some instances.	They propose to compensate.
Not on Lord Carlisle's.	The landlord mostly.	I think not.	—	No ...	—
On none to my knowledge.	Landlord.	No; I think not.	As a general rule satisfied as they are.	Not generally so, without some previous agreement.	Not to my knowledge.
Not on any.	Landlord.	Not generally.	—	No, except by agreement.	Not heard of any.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
MATLOCK	Mr. Arkwright, Mrs. Prince, Trustees of Mrs. Ashworth, Mrs. Nuttall, Mrs. Clarke, Rev. J. Woolley.	From year to year.	Generally ...
QUORNDON	Lord Scarsdale (10,000 acres); Rev. Chandos Pole (8,000); Trustees of Rt. Arkwright (6,000).	All yearly tenancies.	I do not know of any one who has voluntarily adopted it.
EAST	—	From year to year.	Heard of no case.
DITTO	Duke of Devonshire's and Earl Manvers'.	From year to year.	In no case that I am aware of.
NORTH	Those of Duke of Devonshire, Duke of Rutland, executors of Col. C. Leslie, ditto of Mr. Pole Thornhill, Earl Cowper, and Mr. Bateman's.	From year to year.	Not at all ...
SOUTH	The Earl of Harrington's; Lord Vernon's, Sir Robert Burdett's, and Sir John H. Crewe's.	Year to year...	To a very small extent (if any).
DEVONSHIRE— NORTH-EAST	Those of Lords Devon, Portsmouth, Fortescue, Poltimore, Clinton, and Ilchester, Sir T. D. Acland, Sir Stafford Northcote, Hon. Mark Rolle, Sir John Kennaway, &c.	In North generally leases; in East mostly year to year.	I believe not at all.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
Nearly all...	The landlord.	The tenantry have taken no notice.	—	The landlord and tenants join, and each take a share in expenses.	—
Know of no large estates on which it has been adopted.	Landlord.	No	Are better off with agreement, or even custom of country, than under the Act, without the bother of giving notice of every little improvement.	Yes. Lime 2 to 6 years, linseed-cake 2 years, manures 1 year, bones 2 to 6 years.	Nearly all are large estates, and have agreements giving compensation for lime, bones, cake, and artificial manures upon various scales.
—	—	They do not.	Waiting to see how it works.	Yes; usually by valuation.	No.
Know none.	Landlord..	Yes, they would like it.	—	In all cases. There is a covenant defining the amount to be paid on entering and quitting a farm.	No.
None	Landlord in all cases.	No, we consider it quite useless.	They cannot see either good or evil in it.	Generally. Cultivating moorland, slated buildings, wall-fences, 15 years; draining and boning 7 years; liming pasture land, 4 years; fallow 2 years.	They are promising to call the tenants together to consider what would be an equitable and fair agreement.
Not on any..	Generally the landlord.	No	They do not understand it, and would much rather "bear the ills they have than fly to others that they know not of."	On a few estates they have allowed for lime, bones, and linseed cake.	Nearly all the landlords in this division will now place the tenants under agreements.
On none that I know of	The landlords have generally given tenants their choice.	They do not. Many call it a "landlord's bill."	That the leases and agreements of some of our landlords are as good as the Act; they prefer agreeing with their landlords before the execution of an improvement.	Only by arrangement, except in a few cases.	Yes; some to the extent of the Act, except that the tenants have to obtain consent in the 2nd class as well as the 1st.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted
NORTH	Sir B. P. Wrey's, Earl Fortescue's, Sir B. P. Chichester's, Sir A. Chichester's, Sir F. M. Williams's, Mr. W. A. Yeo's, &c.	Generally on lease of 14 years.	As far as I know only in one instance.
SOUTH-WEST	Those of the Duke of Bedford, Mr. Carpenter Garnier's, and Sir Massey Lopes'.	Mostly on lease, except Duke of Bedford's.	To no extent that I have heard of.
SOUTH	The Duke of Bedford's, Mr. Carpenter Garnier's, Mr. Reginald Kelly's, &c.	The largest proportion from year to year.	Aware of no landowners adopting it.
SOUTH AND EAST CORNWALL.	Those of Duke of Bedford (22,607 acres), Earl of Mount Edgcumbe (18,223), Earl of Morley (4,288), Sir Massey Lopes (11,977), Mr. Coryton (8,585), and Mr. Bastard (7,557).	Vary very much.	The larger landowners have given notice of exemption.
DORSETSHIRE—			
BERE REGIS	Mrs. Eggington's, Mr. P. M. Pledell's, Mr. Radclyffe's, and Mr. J. S. E. Drax's, M.P.	From year to year.	Not adopted in this district.
BRIDPORT	—	Mostly on lease	—
EAST	Estates of Lord Alington, Lord Shaftesbury, Sir R. Glyn Banks, &c.	From year to year—few on lease.	Do not know of any case.
DURHAM—			
NORTH	The Earl of Durham's Estates ...	Generally on lease.	Not on Lord Durham's estates.
SOUTH (PART)	That of Lord Boyne, of Brancepeth Castle (over 18,000 acres in the whole county).	From year to year.	I believe not at all.
SOUTH DURHAM AND NORTH YORKSHIRE.	Duke of Cleveland's, Mr. John Bowes', Mr. R. A. Morrell's, Rev. Thomas Witham's, Mr. Timothy Hutchinson's, and Mr. Mark Milbank's.	Year to year...	Adopted in no case I know of.
ESSEX—			
BRENTWOOD... ..	Lord Petre's (12,000 acres) ...	Year to year...	To no extent whatever

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
Adopted by Sir F. M. Williams, M.P.	Landlord.	I think not..	There is generally a good understanding between landlord and tenant.	No. Improvements generally done by each assisting per agreement. Extensive drainings done by tenant paying a per-centage on cost as additional rent.	—
—	Landlord.	None that I have heard of.	That it would very likely lead to litigation, and then the weakest goes to the wall.	Generally paid for lime and half-inch bones.	The Duke has called together his tenants and some of the most eminent land-agents, to discuss the best form of a lease.
—	Landlord.	Not as far as I am aware.	They prefer leases or agreements, with liberal covenants.	Landlords generally do the permanent improvements, giving tenants compensation.	I believe it, is generally intended to do so.
Adopted by Earl of Morley and Sir M. Lopes.	The landlord.	Yes, as a rule.	—	No improvements have been paid for, as a rule.	Not aware.
—	Landlord.	Partly... ..	—	—	—
I have not heard of one.	The landlord.	Yes	—	No	I do not know.
—	The landlord.	No	A horror of anything new. Act where studied considered unsatisfactory.	As a rule, to a certain extent they have been.	I have not heard of an instance.
—	The landlord generally.	No	Utmost confidence in their landlords.	No	No.
—	—	—	—	None	—
—	The landlord.	Yes; such is the general feeling.	—	No	No.
—	The landlord.	No, decidedly.	They will not run the risk of being bound by any contract, having had 5 years of perpetual loss.	No	None whatever

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
CHELMSFORD	Lord Rayleigh's, Sir John Tyrell's, and Mr. Arthur Pryor's.	Both systems, about equal proportions.	Not at all on the large estates.
EAST	No large estates	Nearly all on lease.	Not at all ...
WEST AND EAST ...	Lord Braybrooke's (9,684 acres), Mr. R. B. W. Baker's (7,579), Col. Bramston's (6,318), Col. Brise's (2,208), Sir C. Du Cane's (5,409), &c.	Mostly on lease, except where they have run out.	It has been taken but little notice of.
TENDRING HUNDRED .	—	Generally on lease.	Not adopted at all.
NORTH	—	From year to year — no leases.	Not at all ...
NORTH-EAST	Earl Howe's, and others too numerous to mention.	Lease ; and from year to year.	In but few cases.
SOUTH-EAST... ..	Lord Petre's, Mr. R. Benyon's, Mr. R. B. Wingfield's.	Chiefly from year to year.	To a very small extent.
CENTRE... ..	Lord Petre's, Col. Bonnerton's, Sir John Tyrell's, Wardham College's, and others.	Various	Not at all that I am aware of.
GLO'ESTERSHIRE—			
PAINSWICK	None	From year to year.	Not at all ...
STROUD AND BISLEY...	Mr. J. E. Dorrington's, Mr. T. M. Goodlake's, Miss Gordon's, Col. Paine's, &c.	Both systems in equal proportion.	In very few instances.
SOUTH (AND N. WILTS)	—	Generally from year to year.	Only to a very small extent.
HAMPSHIRE—			
NORTH	The Duke of Wellington's and Viscount Eversley's.	Generally from year to year.	Have only heard of one instance.
SOUTH-WEST	Lord Normanton's, Sir Ed. Hulse's, Mr. Coote's, and many others.	Generally from year to year.	Not by any one, I believe.
SOUTH	Lady Mill's and Mrs. Vandrey's ...	Majority from year to year.	In very few instances.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
---	The land-lord.	They are generally indifferent.	They do not think it of any value to them.	No	Lord Rayleigh offers to "enter into the matter with any individual tenant."
---	Landlord, but not required for current leases.	Not under the Act in its present form; but many would like compensation at the end of leases.	It would lead to litigation; and, besides, its limitations are so vexatious as to render it more plague than profit.	No	---
---	Very little notice taken of it by either.	Do not care either way as a rule.	Various	Custom of this part of the country allows this where there is no other agreement.	---
---	The land-lord.	Certainly not	---	---	---
---	Landlords have given none.	Only two out of 150 tenants.	Content with their present holdings, entering and quitting on custom of the country.	Works of drainage and acts of husbandry and tillages always allowed and valued	I know of no such cases.
Not on any that I am aware of.	The land-lord.	They are passive.	They don't trouble themselves much about it, thinking it will not do good or harm.	Only by special contract; draining, marling, liming, and chalking by valuation according to time.	I know of no case where such offer has been made.
---	Landlord.	They would if not fettered.	---	Not been paid that attention which justice and equity demand.	No.
Not on those valued.	The land-lord.	No	---	No	Not that I am aware of.
None	---	Yes	---	None	None.
---	The land-lord.	I think so ...	---	Never heard of any being so paid for.	No; but the larger landowners are considerate men.
---	The land-lord.	Quite indifferent.	---	Not exactly so; but tenants are treated very liberally.	---
On no large estate, I believe.	The land-lord.	Yes; as far as I can ascertain.	---	No	No, as far as I can discover.
---	The land-lord.	Certainly not	That it is of no benefit whatever to them.	Chalk and some others.	I believe not.
---	Landlord in nearly all cases.	No	Giving notice of improvement is a fatal objection.	In some instances.	In most cases they have simply contracted out of the Act.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year ?	To what Extent has the Agricultural Holdings Act been adopted ?
ISLE OF WIGHT	Various	More yearly tenancies than leases.	Not in any case, I believe.
HEREFORDSHIRE— LEDBURY	Rev. W. Poole's (2,000 acres)...	From year to year.	Not at all ...
HERTFORDSHIRE— ST. ALBANS... ..	Earl Verulam's, Earl Spencer's, Mr. Martin's, and many others.	Generally yearly; few on lease.	Very small ...
DITTO	—	Yearly	Nowhere ...
WEST	Lord Ebury's, Lord Essex's, Lord Clarendon's, Mr. J. Clutterbuck's, and others.	Nearly all on lease.	None that I have heard of.
WEST (BORDER)	Latimer, Ashridge, and Westbrook.	About 9-10ths from year to year.	None that I can hear of.
BARNET	Captain Trotter's, Earl Strafford's, Mr. E. Durant's, Mr. T. B. Myer's.	Greater part yearly tenancies.	Not any... ..
WEST (AND PART OF BUCKS).	Lord Brownlow's; Baron Rothschild's, Baroness Meyer, Baron Ferdinand, and Miss Alice de Rothschild's.	Generally year to year—not a tenth on lease.	Not one third.
HUNTINGDONSH.— KIMBOLTON... ..	Those of the Duke of Manchester, and the Ecclesiastical Commissioners.	Generally yearly.	The question is rather premature.
HUNTINGDON	Mr. Edwd. Fellows', Mr. Heathcote's, and the Duke of Manchester's.	From year to year, generally.	In several instances.
GREAT STAUGHTON ...	The Duke of Manchester's, Captain Duberley's, Mr. A. J. Thornhill's, and Lord Overstone's.	Nine-tenths from year to year.	I believe not on a single farm.
ST. IVES	Those of the Duke of Manchester, Earl of Sandwich, and Mr. Fellows.	From year to year; a few on lease.	Do not know of a single case.
KENT— CANTERBURY AND ASHFORD.	Nearly all	Year to year...	Not heard of any.
SITTINGBOURNE... ..	No large estates	On lease ...	Very small extent.
TUNBRIDGE, HILDEN- BORO', SHIPBOURNE.	Lord Derby's (about 800 acres) ...	Nearly all on lease.	Not at all I believe.
EAST	Sir H. Tufton's, Major Toke's, Earl of Winchelsea's, Sir W. Knatchbull's, &c.	Let by the year	Very little ...

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
On none that I know of.	In all cases the land- lord.	Yes	—	In some cases chalking has been partially allowed for.	None that I know of.
—	The land- lord.	No	Keeping build- ings in repair and Michael- mas takings.	No	No.
Not one has accepted it.	Landlord.	No	Agreements sa- tisfactory.	In some cases: changes few and agreements libe- ral.	No.
None	Landlord.	No Not that I know of.	— They are satis- fied with their leases.	No I am allowed for artificial manures and for manure left on farm.	No. —
—	The land- lord.	Divided opi- nion.	They do not con- sider the Act explicit enough	No	No.
—	Landlord.	No	Owing to the farms being principally hay farms.	Draining for 3 years, and ma- nuring for 1½ years.	Not offered any.
Chiefly been allowed to take its course.	The land- lord.	No; most of them in- different about it.	Most do not farm well enough to require the in- ducement offered by the Act.	Cases are very rare	Only in a few instances.
None that I know of.	Landlord.	No	They want to see the working of it.	No	Do not know.
Duke of Manches- ter's.	Landlord.	No	—	Not generally ...	There are some new agree- ments.
I do not know of one farm under the Act.	Landlord.	I think not.	The landlord get- ting the lion's share.	Only for draining. If landlord finds tiles, on 7 years' principle; if ten- ants, 12.	On the Duke of Manchester's estate compen- sation is given.
Not any ...	Landlord in all cases.	They would if they could.	—	No	The Duke of Manchester gives an agree- ment with clauses equal to the Act.
—	Landlord.	I think not.	On account of the few restric- tions being en- forced.	Not that I am aware of.	Not heard of any.
Adopted by none.	—	No	Dread of liti- gation.	No	Not that I know of.
Adopted by very few indeed.	The land- lords. The te- nants.	Cannot say they do. No	Prefer to manage for themselves. That they are very well done by now.	Only according to agreement. Improvements all done at the ten- ant's expense.	Have not heard of an instance. Have not heard of any being offered.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
LANCASHIRE—			
LONSDALE	The Crown's, Duke of Devonshire's, and Lord Derby's.	On both systems.	Only to a very small extent.
LOW FURNESS	The Crown's and Duke of Devonshire's.	All on lease except the Duke's.	Not adopted in this district.
MANCHESTER	Those of Earls Derby, Sefton, Ellesmere, and others.	Yearly, with six months' notice.	Not adopted at all.
ORMSKIRK	Earl of Derby's, Lord Skelmersdale's, Sir G. T. F. Hesketh's, and Mr. T. Dicconson's.	From year to year mostly.	Not at all ...
PRESTON & FYLDE	Too numerous to mention	Leases are not very general.	Lancashire declines the Act.
LEICESTERSHIRE—			
ASHBY-DE-LA-ZOUCH	Earl Stamford's, Lord Belper's, &c.	Year to year...	Not adopted at all.
BELVOIR CASTLE	Duke of Rutland's	From year to year.	Not at all ...
CASTLE DONINGTON... ..	Late Countess of Loudoun's, Mr. Nusling's, and Mr. Curron's.	From year to year.	All contracted out.
OAKHAM	Mr. E. B. Hartop's and Mr. Edward Frewen's.	All from year to year.	Not at all ...
LINCOLNSHIRE—			
BOSTON... ..	No large estates in this part	From year to year generally.	Do not know of any instance.
KESTEVEN	Lord Aveland's, the Crown's, Earl Brownlow's, Marquis of Bristol's, Sir Thomas Whichcote's, &c.	Crown property on lease; nearly all others year to year.	By only very few of the large owners.
WEST	Lord Dysart's Mr. C. Turner's, and Sir Hugh Cholmeley's.	From year to year.	Not any... ..
NORTH	Those of Sir H. B. Bacon, Miss Becket, Sir Charles Anderson, Mr. W. Hutton, &c.	From year to year.	We all keep as we were.
CENTRE... ..	Baroness Willoughby's (about 42,000 acres).	From year to year.	Not at all ...
WHOLE COUNTY... ..	Earl of Yarboro's, Lord Willoughby de Broke's, Lady Willoughby d'Eresby's, Mr. Henry Chaplin's, and others.	Year to year; scarce one lease in 100.	Not by anyone

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
On none ...	The land- lords gene- rally.	No	Content as they are.	Yes, draining and artificial manures to a certain ex- tent.	They have simply modified former agreements slightly.
—	The land- lord.	No	They are satis- fied with their present system.	Yes; for linseed- cake one-third of the cost price of that used during the twelve months allowed; for bones, ex- tending over three years; for guano, two years; and for rape- dust, one year.	No notice has been taken of the Act.
Adopted on none.	Ostensibly the land agents.	Passive from prejudice and fear.	A nervous anxi- ety to please authority.	No, nor will be until a real Tenant-Right is by law estab- lished.	Numerous in- stances of farming agree- ments being entered into.
Not on any that I am aware of.	Generally the ten- ant.	They do not.	They cannot see that the Act would benefit them.	Not as a rule ...	Not that I am aware of.
—	The land- lords gene- rally.	I think not..	The terms are too binding and exacting.	Most permanent improvements are done by owners.	—
—	Landlord.	I think so ...	—	No	Not aware of any offer.
I know of none.	Landlords.	No	Are satisfied as they are.	Yes	—
—	Landlord.	No	—	Yes, as per agree- ment.	—
On none ...	The land- lord.	Not that I am aware of.	Satisfied with the law as it pre- viously stood.	Draining and arti- ficial manures always been paid for.	I have heard of a case.
I believe on no large estates.	Both ...	Have not heard of any.	Satisfied with Lincolnshire custom.	Yes; according to the Lincolnshire custom.	—
—	Generally the land- lord.	Cannot say they do.	Tolerably well satisfied with the prevailing custom of Ten- ant-Right.	Draining, cake, and manures, but not generally for building.	I believe not.
—	Landlord.	No	Generally satis- fied under pre- sent agree- ments.	Yes; qualified by agreements, which vary.	Wish expressed to abide by existing agree- ment.
Have not heard of any.	Landlords	No; want nothing to do with it.	Because our agreements are as good as the Act.	Generally or nearly so.	I have not heard of any.
None	Landlord.	No	Various	Yes	No.
Nowhere ...	Landlord.	Do not think so.	Our Tenant- Right is as fair as can be de- sired.	Yes	I have not heard of any altera- tion.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
MIDDLESEX— SOUTH-WEST	None	On lease... ..	In no instance
MONM'THSHIRE— CAERLEON	Those of Lord Tredegar, Sir A. Mackworth, Mr. John Hanbury, Exors. of Mr. Herrick, Mr. Wm. Williams.	Mostly by the year—leases the excep- tion.	Very little ...
EAST	St. Pierre, Portskewett, &c.	From year to year.	Very small extent.
WEST	Lord Tredegar's, Lord Herbert's, &c.	Year to year chiefly.	Only on the estate of Lord Tredegar.
NORTH	Whitfield, Keutchmen, Dulass ..	Generally year-ly tenancy.	Not at all ...
MONMOUTH & SOUTH HEREFORDSHIRE.	Mr. Graham's, Mr. John Roll's, Col. Tynte's, Mr. Joseph Price's, Duke of Beaufort's, Sir J. Bailey's.	Yearly in most cases—very few leases.	Very few cases
NORFOLK— LODDON & CLAVERING UNION.	Those of Sir Regnald Beauchamp, Bart., Lady Bacon, Sir H. Bacon's Trustees.	Both about equal.	Not adopted at all.
EAST	No large estates... ..	Some on lease; others year to year.	Very little if any.
WEST	Duchy of Lancaster's (6,000 acres), Mr. Amherst Tyssen Amherst's (7,000), Mr. Francis Newcome's (3,000).	For the most part let on leases.	But very little
WEST AND NORTH ...	Earl of Leicester's, Earl of Orford's, Earl Spencer's, Marquis Townshend's, Marquis Cholmondeley's, &c.	Probably two thirds on lease. Earl of Orford's and Lord Cholmondeley's are tenants at will.	To a very limited extent.
NORTH	The Rev. Henry Lombe's and the Lord Hastings'.	Chiefly on lease	Generally condemned and objected to.
NORTHAMPTONSH. HIGHAM FERRERS ...	Hon. G. Fitzwilliam's and Mr. F. U. Sartoris'.	Year to year...	None
NORTH	Sir James Langham's, Lord Overstone's, and Lord Spencer's.	From year to year.	Not at all as far as I know.
BORDERS OF HUNTS AND BEDS.	Those of Earl Spencer, Lord Overstone, Duke of Manchester, Earl of Sandwich, and others.	Nearly all from year to year.	To a very small extent indeed.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
—	—	—	—	Dressings and half-dressings only.	—
—	Landlord.	Yes ...	—	—	None at all; merely gave the notice, and the tenants signed.
Not any ...	Landlords	No ...	Act of little benefit.	No ...	Have not heard of any.
—	Landlord	Indifferent...	They hold under good landlords, on whose estates a liberal custom prevails.	Unexhausted manures have been paid for by custom.	I think they have in many cases.
—	The landlord generally.	No ...	One objection is the 12 months' notice to quit.	No ...	Not yet decided,
Know none.	The landlord.	Some do ...	Many care but little about the Act, not having any knowledge of it.	Only in very exceptional cases; draining pipes occasionally allowed.	Not in any instance to my knowledge.
Not any ...	The landlords.	No ...	—	Only under draining.	No.
—	I believe neither.	No ...	They care very little about it.	—	—
Not adopted on above estates.	The landlord as a rule.	Yes ...	In the few instances where notice has been given by tenants it is to avoid offence.	Not as a rule ...	As far as my knowledge goes, nothing.
Only on Lord Cholmondeley's.	Landlord	No ...	Indifference, and expense of proceedings under the Act.	No; except by bargain under lease.	—
Do not know of any.	Landlord	No ...	Not wanted in its present form.	Do not know of any.	Am not aware of any.
—	Landlord.	—	—	No ...	No.
—	The landlord.	No ...	They are satisfied with their present agreements.	No ...	Know of no landlords that have offered compensation.
I am not aware of any.	Landlord.	Have expressed no desire to do so.	They think the Act obscure, and open to litigation.	No ...	In some cases they have offered leases.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
NORTHUMB'RLAND BERWICK-UPON-TWEED	That belonging to the Corporation of Berwick.	On lease ...	It has not been adopted.
MORPETH	—	From year to year.	Not at all ...
WOOLER	The Duke of Northumberland's and the Earl of Tankerville's.	The Duke's farms from year to year; the others are on lease.	—
NORTH	The Duke of Northumberland's, Earl Grey's, Earl Tankerville's, and others.	Nearly all on lease.	Almost totally set aside
SOUTH-WEST	Several	Year to year; but Sir A. Monk's, Mr. Wilson's, and Messrs. Joicey's on lease.	Not to a large extent.
NOTTINGHAMSH.— BILSTHORN	That of Mr. Henry Savill, Rufford Abbey (17,000 acres).	Year to year .	I have not heard of any instance.
PAPLEWICK	Mr. Andrew Montague's (4,000 acres).	Nearly all from year to year.	Am not aware of one single case.
NORTH	Duke of Newcastle's, Earl Manver's, Mr. H. Savelle's.	From year to year.	Not at all ...
SOUTH	The Earl of Carnarvon's	From year to year.	Not any... ..
OXFORDSHIRE— BAMPTON	—	Generally from year to year.	Scarcely at all
CHIPPING NORTON ...	Duke of Marlborough's, Earl Ducie's, Mr. W. Bolton's, &c.	As a rule from year to year.	To a very small extent.
WEST	Those of Earl Ducie, Mr. A. Brassey, Col. Dawkins, Mr. J. Reade, Eton College.	Three fourths are yearly holdings.	Less than one half.
NORTH	Duke of Marlborough's, Mr. A. Brassey's, Earl Ducie's, Earl of Jersey's, &c.	Very few indeed on lease.	Very slightly if at all.
SOUTH	Earl of Abingdon's, and Mr. Herbert Wylleham's.	Year to year .	Not at all that I know of.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
—	—	No ...	They take no apparent interest in it.	No ...	No steps have been taken on either side.
—	—	Not generally.	—	None ...	None.
Not adopted on the Duke's farms.	The landlord.	Yes ...	—	No ...	No.
Mr. C. A. Cadogan's Brenk-burne.	The landlord or agent.	Very careless about it.	—	Only very partially; Greenwich Hospital estates an exception.	Not that I have heard of.
Minteracres.	Landlord generally, but occasionally tenants.	No ...	Consider the Act not worth the paper it is printed on.	Not that I am aware of.	Have not heard of any case.
—	The landlord with the wish of the tenant.	No ...	Prefer our present agreement.	Yes ...	For draining, &c.
Not that I am aware of.	The landlord generally.	Most certainly not.	The Act not so good as their present agreement.	To a small extent.	—
None ...	Landlord.	No ...	They wish to remain under present agreements.	Yes; under the present agreement.	—
—	The tenantry by landlord's wish.	Quite against it.	Have an agreement; and don't wish for any alteration.	No ...	No.
—	—	They do not.	—	They have not ...	Generally I should think not.
I have heard of none.	Landlord.	Yes ...	—	To a very limited extent.	Many have promised agreements on the basis of the Act.
Mr. Brasse'sey's and Col. Dawkins', I believe.	Landlord.	I believe so.	—	Never heard of more than one such case.	I have not heard of such a case.
I do not know one.	The landlord.	No; they dislike it greatly.	Because its fallacious benefits are transparent	To only a small extent.	Many better leases and agreements have been offered.
—	Landlord.	No ...	A good understanding with their landlords.	Not to a great extent.	No.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
RUTLAND—			
OAKHAM	Marquis of Exeter's, Earl of Gainsborough's, Lord Aveland's, and others.	From year to year.	Not at all that I am aware of.
UPPINGHAM... ..	None	Yearly	Not at all ...
SOUTH	Lord Exeter's, Lord Aveland's, Ecclesiastical Commissioners', Mr. E. C. Monckton's, &c.	I believe all from year to year.	Not adopted as a rule.
SOUTH-WEST	Lord Gainsborough's, Lord Aveland's, and Mr. G. H. Finch's.	From year to year.	—
SHROPSHIRE—			
BURWARTON	Lord Boyne's and Duke of Cleveland's.	From year to year.	Not in any case.
CHIRBURY	The estate of the Earl of Powis, and many others.	Year to year...	Scarcely any...
CHURCH STRETTON ...	Mr. C. O. Childe Pemberton's, Mr. Wright's, Miss Johnstone's, Mr. Loyd Roberts', Mr. Cornwall's, Rev. Pelham	From year to year.	In no one instance as I am aware of.
CLEBURY MORTIMER .	Mr. Thomas Woodward's, Sir C. Bolton's, Lord Boyne's, and others.	From year to year.	Not at all ...
SOUTH	Lord Powis', Lord Boyne's, and Lord Windsor's; Mr. Alcroft's, Mr. Sitwell's, &c.	Nearly all yearly tenancies.	Only on a few small estates.
SOMERSETSHIRE—			
TAUNTON	Countess Egremont's and Sir A. Hook's.	From year to year.	Know of no case.
CENTRE... ..	Mr. R. N. Grenville's, Sir A. Wood's, &c.	I believe yearly.	Scarcely at all.
SOUTH	Lord Poulett's, Lord Bridport's, Mr. R. T. Combe's, &c.	Year to year as a rule.	Not at all ...
STAFFORDSHIRE—			
ECCLESHALL	Earl of Lichfield's	From year to year.	Not at all ...
STAFFORD	Lord Harrowby's, Stafford's, Lichfield's, &c.	Year to year ..	Very little, if any.
WALSALL	—	From year to year.	Only one instance.
NORTH	Sir Smith Child's and Mr. Simkin's	From year to year.	Not at all ...
WEST	Lord Wrottesley, Hatherton, Bradford, Leichfield, Dartmouth, Dudley, Shrewsbury, &c.	Year to year ..	Very little ...
SUFFOLK—			
FRAMLINGHAM	Earl of Stradbroke's, Lord Guildford's, Lord Rendlesham's, Duke of Hamilton's, Lord Huntingfield's, Mr. F. S. Corrance's, Rev. E. Holland's, &c.	Greater part on lease, but many yearly tenancies.	To a very limited extent.
HALESWORTH	Earl of Stradbroke's, Sir F. Gooch's, Lord Huntingfield's, &c.	About equally each way.	Almost universally.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
—	The land- lord.	No ...	Are satisfied with existing cus- toms.	Not that I am aware of.	No.
Not any ...	Landlord.	No ...	—	We have none ...	No.
—	Landlords	No ...	—	Yes; they have been to a certain extent.	Know of no cases where it has been required.
Not adopted by any.	Landlord.	Not heard of any.	Appear to feel no interest in the Act.	Tenant-right cus- toms.	Not aware of any.
On none ...	The land- lord.	Yes they do.	—	In some cases ...	Yes.
No large es- tates.	Landlord.	Yes they do.	—	No ...	I don't suppose they have.
—	The land- lords.	No ...	Because it is not made a com- pulsory Act.	No ...	I have not heard of any one having offered to do so.
Has not been adopted at all.	The land- lord.	Yes ...	—	Not the least ...	Not the least.
I do not know of one.	The land- lord.	Do not seem to care about it.	—	Scarcely any ...	Yes; some land- lords have, but not many.
—	The land- lords.	Indifferent...	Confidence in landlords.	Yes; by arbitration	—
—	Landlords	Do not care.	Do not under- stand the Act.	To but little extent	—
None ...	Landlords	Should say they do.	There can be no reason.	On some estates for lime and part drainage.	Have only heard of one who has offered.
—	Landlord.	No ...	—	Generally ...	—
None that I hear of.	Landlord.	Very few ...	Prefer agree- ments.	Generally left to arbitration.	—
—	The land- lord.	Indifferent...	Little knowledge of the Act.	Not that I am aware of.	No.
None ...	Landlord.	Yes ...	—	No ...	Come to no terms at present.
I know of none.	The land- lord.	Not much prepos- sessed with it.	Many agree- ments now in use better than the Act.	Yes; in many cases for some few years back.	—
—	The land- lord.	Certainly not.	Too complicated; likely to lead to litigation and increased ex- penses for valu- ations.	Yes; draining and manuring done in the last two years of lease; in some cases longer.	They are gene- rally adopting twelve in place of six months' notice to quit.
On all large estates round here	The land- lord.	Most appear indifferent to it.	Principally be- cause they have never studied it.	Only a portion of them--principally draining.	No.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted
SAXMUNDHAM	Earl of Stradbroke's, Lord Huntingfield's, Sir John Blois', and Col. Fred. Barne's.	Generally on lease for 8 or 12 years.	To a limited extent.
WICKHAM MARKET ..	—	Both systems prevail.	Nowhere, I believe.
SURREY—			
WOKING	Very few large estates.	Greater part yearly.	Very little ..
WEST	Earl Lovelace's, Earl Onslow's, Hon. P. J. Lock King's, &c.	It varies... ..	Very small extent.
NORTH-EAST	None very large	On lease generally.	In very few cases.
SUSSEX—			
BRIGHTON	Lord Leconfield's, Earl of Chichester's, Marquis of Abergavenny's, Lord West's, and the Crown's.	Yearly, except those of Abergavenny and the Crown.	Wholly repudiated by the landlords.
EAST	Earl Sheffield's, Mr. Hardy's, and Mr. J. H. Sclater's.	Year to year...	Mostly contracted out of.
WEST	Lord Leconfield's (30,000 acres), Earl of Egmont's (18,000), Duke of Richmond's (17,000).	Mostly from year to year.	Only in one instance, I believe.
SOUTH-WEST	Duke of Norfolk's (19,000 acres), Duke of Richmond's (17,000).	Generally from year to year.	Very little indeed.
WARWICKSHIRE—			
HARBOROUGH MAGNA	Too numerous to mention... ..	Nearly all year to year.	Only on very small holdings.
LEAMINGTON	—	From year to year.	Scarcely at all
NORTH	Those of the Earl of Craven, the Earl of Aylesford, Mr. C. N. Newdegate, M.P., and Mr. A. W. Eaton, M.P.	From year to year.	I do not know of any instance.
SOUTH	Marquis of Hertford's, and Sir W. Throckmorton's.	Yearly	Exemption secured by previous contract
WESTMORELAND —			
CROSTHWAITE & LYTH	No large estates	Generally on lease.	Not at all ...
TROUTBECK	Mr. J. M. Dunlop's, and Capt. Dawson's.	Term of seven years.	Not at all ...
WILTSHIRE—			
COMPTON BASSETT ...	Lord Lansdowne's Mr. W. Poynder's, Major Heneage's.	Year to year...	Not at all ...
LUCKINGTON	Those of Messrs. F. Jones, Musgrave, Buckland, and others.	Yearly	Not at all ...
NORTH	Lord Aylesbury's (37,900 acres) and Sir H. Meux's.	Half on lease, and half yearly.	Not at all, as far as I know.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
Difficult to ascertain.	The landlords.	They do ...	—	Not generally; under draining, going back 4 years.	—
—	The landlords.	Heard of none.	Prefer making own bargains.	Yes; but estates vary.	—
Heard of none.	Landlord.	I think not..	Landlords considerate.	No	No.
Know of none.	Landlord.	I think so ...	—	No	I think not.
None as a rule.	The landlords.	No	Act no better than the customs of the county.	Half dressings and half fallows when no agreement.	I think not.
Have not heard of a single case.	The landlord.	They do not care about it.	Because it leaves all to landlord's option.	Not to any extent.	I believe not.
—	Landlord.	No	—	Not to my knowledge.	No.
—	Landlord.	No such desire.	Liberal covenants and mutual good understanding.	No; but the question rarely arises.	Improvement specified in the Act applicable to the district.
I cannot say	The landlord.	I think not..	—	Yes; to a limited extent.	There is a tendency in that direction.
Have not heard of any instance at present.	The landlord.	They are silent on the subject.	That they dare not state what they wish.	No; but have always resulted in an increase of rent.	Have not heard of any landlord doing so.
On hardly any.	Landlord.	Yes	—	To a small extent.	Arrangements are in progress.
I know of none.	Generally the landlord.	No	—	Yes; and on terms similar to those laid down in Act.	I know of none.
None	Landlord.	No	Too complicated	No	No.
None	The landlord.	No	Satisfied as they are.	In some instances.	—
—	The landlord.	No	Wish to abide by the lease.	No	No.
—	The landlord invariably.	They do ...	—	Upon Lord Lansdowne's estate only.	They have not.
—	Landlord.	No	Do not approve of it.	Nothing of the kind.	None whatever.
None that I know of.	The landlord generally.	No	They see no benefit to be derived from it.	In some cases half artificial manures.	In some cases.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
NORTH (AND BORDERS OF GLOUCESTERSHIRE).	Those of Sir J. Neeld, Mr. Lownds, Mr. H. Holford, the Duke of Beaufort, &c.	Some on lease, but the greater proportion yearly.	Scarcely any...
SOUTH	Estates of Earl Pembroke, Mr. W. Wyndham, Sir Thos. F. Grove, and Lord Arundel.	Year to year...	To no extent...
WORCESTERSHIRE—			
EAST	Mr. Joseph Jow's, Earl Dudley's, and Mr. John Higginbottom's.	From year to year.	To a very small extent.
WEST	Earl of Coventry's, Mr. Robt. Berkeley's, Christ Church, &c.	From year to year.	None
NORTH-WEST		Two-thirds from year to year.	Only to a very small extent.
NORTH	Mr. C. P. Noel's (3,500 acres) ...	From year to year.	Very small extent.
YORKSHIRE—			
LEEDS	But few large estates... ..	From year to year.	The act is very little discussed.
NORTHALLERTON ...	Those of Mrs. Consetts, Mr. Rutson's Trustees; Lord Harewood, Mr. Hood's Trustee; Mr. Webb, Sir H. B. Piers, Mr. Coore, and Mr. Hutton, the Ecclesiastical Commissioners, Mr. Haynes, Capt. Carpenter, Mr. Emmerson, Mr. Douglas Brown, Capt. Slingsby.	From year to year.	To a very slight extent.
STOKESLEY	Difficult to ascertain	From year to year.	In very few instances.
EAST-RIDING	Those of Sir Tatton Sykes, Bart., Lord Lonsborough, Lord Hotham. Comprising about 80,000 acres.	Yearly tenancies, leases quite the exception.	I hear of no case.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
I cannot name one.	The landlord.	Not at all anxious.	The high rates, trouble with the labourers, and low price of corn, make them careless of improvements.	Not to any extent.	Have not heard of any.
—	The landlord.	Opinion divided.	Some think the Act useless unless compulsory.	Unexhausted artificial manures, but not artificial food.	Yes, in some cases, but not in the majority.
No large estates.	The landlord.	None ...	Act will cause litigation.	None that I have heard of.	I have not heard of any.
None ...	Landlords	Yes ...	—	No ...	No; except Christ Church.
On none that I know of.	The landlords as a rule.	No ...	Waiting to see its effect where adopted.	Very rarely, and then only under special agreements.	—
Know of none.	The tenant	No ...	Content with their present agreement.	No ...	Not that I am aware of.
I do not know of any.	Some landlords have given notice.	I think not	Such small holdings that they do not think it particularly affects them.	The drainage improvements reaching over a term of seven years; the landlord finding tiles, the tenants doing all the labour.	—
Not heard of its adoption on more than one or two properties.	The landlord.	The tenants care little about it.	Tenants do not think it worth while to re-adjust arrangements with their landlords for the sake of the small advantages they would derive from the Act.	Not generally. Usually buildings are erected by the landlord, and draining done by him, the tenant paying interest on the outlay. The cost of new fences is generally borne by both parties.	Only on one or two estates to my knowledge.
Can't say ...	Landlords	Can't say ...	Want of information.	In some instances	I should say not.
—	Both sides exempt by mutual desire.	No ...	Their existing agreements give them equal compensation in this part of the county, and they wish not to interfere with that good confidence which has so long existed betwixt them and their landlords.	Mostly; the agreements give them ample for the tillages applied, and where draining has been effected, the usual custom is for the landlord to find tiles, and the tenant labour. Buildings also.	—

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
WEST RIDING	The Earl of Wharnccliffe's, Wortley and Carlton Estates (10,000 acres), Mr. G. H. Wentworth, Woolley Park (6,000 acres), and many others.	All from year to year.	Not at all ...
NORTH AND WEST RIDINGS.	Mr. Edmund Waller's (3,000 acres), Mr. John Fielden's (4,000).	Year to year...	Not at all ...
NORTH, EAST, & WEST..	Earl Fitzwilliam's, Sir H. Thompson's, Sir H. Boynton's, Sir T. A. C. Constable's, Mr. J. D. Dent's, Sir G. Wombwell's, &c.	Year to year ...	Not at all ...
NORTH RIDING	Lrd Londesborough's, Lady Downe's, Sir Harcourt Johnstone's.	From year to year.	To none that I am aware of.
WALES.			
ANGLESEY— WHOLE COUNTY, ...	—	Yearly tenancies the rule, very few under lease.	To no extent that I have heard of.
CARDIGANSHIRE— SOUTH (AND NORTH PEMBROKE)	—	Generally from year to year, a few old leases existing.	Not a single case to my knowledge in this county.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for?	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
I am aware of none.	Generally the landlord.	Certainly not, and would refuse.	A man having entered on a farm under the Yorkshire custom, allowing for tillages and half tillage, would lose these under the Act, and on leaving would, if under the Act, be merely paid for such items as are therein named.	All artificial manures are usually allowed for—bones for from 3 to 5 years; guano, &c., 1 to 2 years; turnips eaten off, &c., half-price where one crop only has been taken.	— — —
Not any that I know of.	The landlord.	No	They are satisfied with their present system.	They are generally secured in the agreements. Unexhausted manures, lime, and cake, have been paid for.	— — —
— — —	Landlord.	Not at all ...	The Act is not sufficiently clear.	Various; Tenant-Rights not common.	In many cases we prefer entire freedom of contract. The Act does not apply to this neighbourhood, both landlords and tenants object to it.
I know not any.	The landlord.	No	It is of no use to them.	None, except allowances to tenants on quitting, for lime and team-work done to new buildings. The allowance is on the principle of annual abatement—dying out say in 10 to 20 years.	— — —
I believe on none.	The landlord.	Somewhat ...	They do not feel strongly about it, knowing it to be a double-edged kind of Act that will cut either way.	Yes, to a small extent; the manures used for the last year's turnip crop are paid for.	— — —
In Pembrokeshire, I believe, by Lord Kensington.	The landlord invariably.	Yes; but they dare not express a wish to that effect.	— — —	No	No.

COUNTIES AND DISTRICTS.	Large Estates in District.	Are the Farms generally let on Lease, or from Year to Year?	To what Extent has the Agricultural Holdings Act been adopted?
CARMARTHENSHIRE— SOUTH	Those of Picton Castle, Castlegorfod, Llanmilog, Broadwood, Tregilo, Colonel Davy, Ecclesiastical Commissioners, &c.	As a rule from year to year.	Not at all ...
NORTH	The Earl of Cawdor's (10,000 acres), Sir James Drummond's (10,000), Mr. John Jones's (6,000), Mr. John Jones, M.P. (2,000), Mr. Charles Lloyd's (3,000), Major A. P. Jones's (2,000), and Mr. W. H. Campbell Davy's (2,000).	As a rule from year to year.	Only in a few cases.
DENBIGHSHIRE— WEST (AND EAST MONTGOMERY).	Those of the Earl of Powis (at least 10,000 acres), Sir W. W. Wynn (60 000 acres), and Rev. R M Bonner Maurice Bonner (say 5,000 acres).	From year to year generally; a few leases.	The Act is nothing but a dead letter here.
GLAMORGANSHIRE WHOLE COUNTY... ..	Several	From year to year.	I have not heard of any case.
PEMBROKESHIRE— WEST	—	From year to year.	Not at all, as far as I know.
RADNORSHIRE— THE WYE DISTRICT...	Penkerrig Estate, Mrs. Thomas; Doldowlod Estate, Mr. J. W. Gibson Watt (4,000 acres enclosed) &c.	From year to year.	Not generally.

On what large Estates has the Act been adopted?	Party by whom Notice of Exemption from the Act has been served.	Do the Tenants generally desire to come under this Act?	If not, what are their Supposed Reasons?	Have Unexhausted Improvements hitherto been paid for	Where Landlords have given Notice of Exemption, have they offered Compensation for Unexhausted Improvements by Private Contract?
None	The landlord.	Not as a whole.	That they are so much under the screw of landlords that they don't feel inclined to stir in the matter.	No ; but frequent complaints are made by outgoing tenants that they are dealt hardly with in this respect.	I have not heard that they have in any case.
Those of the Earl of Cawdor, Mr. John Jones, M.P., and Mr. Chas. Lloyd.	In no single instance the tenant.	They are very passive, but more in favour than otherwise.	They consider the Act very defective, inasmuch as it is permissive, and they believe it is the production of a Government that has attempted to please all parties, but has not succeeded.	Yes ; for buildings with the written consent of landlord, and for drainage effectively made, such permanent improvements being paid for by deducting 1-14th for every year the tenant has reaped the benefit till the expiration of the 14th year. Improvements of more transient nature are spread over seven years. Lime and artificial manures of guaranteed value are paid for if the tenant has not had three crops from such dressings.	Most landlords had let their lands by agreements, allowing for improvements according to the above scale.
None	The landlord.	Yes, they very much desire to.	—	No	No ; the landlords simply gave their tenants notice that the Act is not to be adopted on their estates.
—	The landlord.	No, I believe not.	The custom of the county is fair, and generally satisfies the tenants.	Yes ; unexhausted manures and drainage are allowed for.	—
—	The landlord.	Yes	—	No, except in rare instances.	No.
—	The landlord.	As far as they take interest and understand it.	Slow improvers and therefore rather indifferent—the more intelligent have accepted it.	Only know of one instance.	Not one that I know of.

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Farm Tenancy
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